AGREEMENT FOR
NON-PROFIT AGENCY SERVICES

THIS AGREEMENT ("Agreement") is entered into by and between Manatee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Manatee Children's Services, Inc., a not for profit corporation, existing under the laws of the State of Florida, hereinafter referred to as "Agency", as of October 1, 2019.

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

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

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

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree as follows:

ARTICLE 1: SCOPE OF SERVICE. The Agency covenants and represents to County that Agency shall provide a program of services as described in Attachment A, hereinafter referred to as the "Program."

ARTICLE 2: CONTRACT DOCUMENTS. The Agency shall comply with the following attachments which are attached and made a part of this Agreement:

Attachment "A" - Program Description
Attachment "B" - Payments
Attachment "C" - Special Conditions
Attachment "D" - Insurance Certificate

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

ARTICLE 3: LIMITATION OF COSTS AND PAYMENTS. Agency shall be paid by County an amount not to exceed $775,000 in accordance with Attachment B for the provision of the Program. No agent or employee of the County may authorize an increase in the above amount. Any increase in total compensation must be authorized in writing pursuant to a written amendment to this Agreement approved by the Board of County Commissioners.

ARTICLE 4: CONTRACT DURATION; SUBJECT TO BUDGET AND APPROPRIATION.

i. Unless renewed or terminated as provided in this Agreement, this Agreement shall remain in full force and effect for a period of one (1) year, commencing on October 1, 2019 and ending on September 30, 2020. The Program, whether provided before or after the execution of this Agreement, shall be provided by the Agency in accordance with all requirements and terms of this Agreement.

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

iii. This Agreement (including without limitation the obligation of the County to pay the amount set forth in Article 3) is subject to and contingent upon the County's Board of County Commissioners budgeting and appropriating sufficient legally available revenues for the 2019/2020 County fiscal year (and for the subsequent fiscal year, if this Agreement is renewed pursuant to Article 4.ii, above) to fund such payments. Accordingly, the Agency shall not commence the services to be provided hereunder unless and until the County provides Agency with written notice to commence services, which shall serve as confirmation that such funds have been budgeted and appropriated. Such written notice shall constitute a condition precedent to the effectiveness of this Agreement. In the event that the County does not provide such written confirmation on or before September 30, 2019, this Agreement shall be of no effect.
ARTICLE 5: TERMINATION.
i. This Agreement may be terminated by either party for any reason or for no reason by giving to the other party no less than thirty (30) days written notice of intent to terminate. County may terminate this Agreement immediately by delivery of written notice to Agency upon determining that Agency has failed to comply with the terms of this Agreement. If Agency fails to comply with the terms of this Agreement, the County Administrator or designee may, upon written notification to Agency withhold payment until Agency complies with the conditions or terms. The notice shall specify the manner in which the Agency has failed to comply with this Agreement.

ii. Upon expiration or termination of this Agreement for any reason, the Agency shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination. Agency’s final request for payment and other documents required shall be submitted to County within thirty (30) calendar days after termination of this Agreement. County shall not be responsible for any charges, claims or demands not received within the thirty (30) day period.

iii. In the event that this Agreement encompasses multiple programs (Attachment A1, A2 etc.), any single Program may be terminated consistent with Article 5, Termination, and all terms and conditions of this Agreement shall remain in full force and effect to the extent they apply to any Program (s) that has not been terminated.

ARTICLE 6: NOTICES. All notices or written communications required or permitted hereunder shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid and addressed as follows:

If mailed to Agency: Manatee Children’s Services, Inc. Attn: Chief Executive Officer
1227 9th Avenue West
Bradenton, FL 34205

If by hand delivery: Manatee Children’s Services, Inc.
1227 9th Avenue West
Bradenton, FL 34205

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

If by hand delivery: Manatee County Neighborhood Services Department
1112 Manatee Avenue West, Suite 510
Bradenton, FL 34205

Notice of termination or withholding of payment shall be served by certified or registered mail, return receipt requested or by hand delivery. Either party may designate a different recipient or address by written notice to the other party.

ARTICLE 7: GENERAL CONDITIONS.

A: MAINTENANCE OF RECORDS; AUDITS

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

ii. Agency shall provide County’s representative all necessary information. records and contracts required by this Agreement as requested by County’s representative for monitoring and evaluation of services within three (3) business days following the date of such request, or as otherwise agreed upon with County’s Representative. Agency’s information shall be made available to County for audit, inspection or copying during normal business hours and as often as County may deem necessary, except for client records protected by client confidentiality rules or regulations established by State or Federal law. In cases where client confidentiality applies, Agency shall provide requested records in a fashion which maintains confidentiality. County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or Agency made by any local, State or Federal agency. Agency shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations; in the absence of any other requirement, such records and supporting documents will be retained by Agency for at least three years after the termination of this Agreement.
iii. Prior to receiving any funds under this Agreement Agency shall provide the following:

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

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

iv. The submission of documentation by Agency shall serve as agency's certification and representation that the information contained therein is true and correct. Agency recognizes that County has relied upon or will rely upon audits provided by Agency in making its determination to provide funds to Agency in the manner provided in this Agreement and if at any time County determines that the information submitted is not true and correct, County may immediately terminate this agreement and seek to recover any funds paid to Agency.

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

B: PUBLIC RECORDS. By accepting award of this Agreement, Agency acknowledges that the portion of its books and records related to its contracting activities with County may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act.

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

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

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

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

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

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

C: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable laws, orders and codes of Federal, State, and local governments and the Americans with Disabilities Act. Additionally, Agency covenants and agrees that no person shall on the grounds of race, creed, color, disability, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by agency, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the County in any manner that is in violation of any provision of the Constitutions of the United States and the State of Florida, or any applicable code, rules or laws.

D: LICENSES. Agency shall obtain any licenses required to provide the Program and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be made available upon request of County's Representative.

E: CONTRACTUAL LIABILITY. The relationship of the Agency to the County shall be that of an independent Contractor. Nothing herein contained shall be construed as vesting or delegating to the Agency or any of the officers,
employees, personnel, agents, or subcontractors of the Agency any rights, interest or status as an employee of the County. The County shall not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or services to the Agency in connection with the Program or for debts or claims accruing to such parties. Agency shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

F: SUBCONTRACTORS. A part of the consideration provided by County hereunder is based upon the need to establish and maintain a fiscally sound not-for-profit entity to provide the Program to serve the interests and welfare of the residents of Manatee County. Therefore, Agency agrees that the Program shall be provided by volunteers or employees of Agency, and not by subcontractors. Nothing herein shall preclude employment of personnel through a lease or similar arrangement with the approval of County's representative, or contracts or leases for materials, supplies, facilities and other support services for Agency's program.

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

H: AGENCY'S REPRESENTATIVES. Within thirty days from the date of execution of this Agreement by both parties, Agency shall provide the County with a list of representatives authorized to act on behalf of the Agency. The list of authorized representatives shall be approved by the Agency's Board of Directors.

I: AGENCY'S DIRECTORS. Agency's paid staff shall not be a voting or elected member of the Agency's Board of Directors, and its directors shall not have, by virtue of their employment, recurring conflicts of interest between their employment and their legal duties to the Agency. To avoid conflicts in the contract monitoring process, no current officer or employee of the Manatee County Neighborhood Services Department may serve on Agency's governing board.

J: OTHER OBLIGATIONS OF AGENCY.
   i. Agency shall use its best efforts to attend and participate in meetings regarding county funding, as requested by the County's Representative.
   ii. Agency shall maintain tax-exempt status under the Internal Revenue Code.
   iii. The funds paid to Agency by County are not for the benefit of any individual but are provided to assist Agency in developing and maintaining a program of services deemed beneficial to the health, safety and welfare of the community. Matters contained in this Agreement such as target populations, client eligibility and unit of service costs whether covering all or a portion of Agency's cost of providing the Programs, are provided to apportion payment to Agency and represent the minimum level of service Agency must provide during the term of this Agreement.
   iv. Payment of County funds for this program is for the actual expenses associated with the Program, and only for Program services actually rendered by Agency. The parties acknowledge that payment for part of the cost of the Program may be available from other governmental or third-party sources. If Agency receives such revenues which then exceed the actual Program cost, Agency shall notify County's Representative and shall coordinate the appropriate refund of County funds or reduction in County payments.
   v. Agency Bylaws shall be approved by the Agency's Board of Directors. County shall be provided with copies of Agency bylaws, and any amendments thereto upon request by County Representative.
   vi. Agency shall maintain all Board of Director's minutes, and any referenced financial, staff and other committee reports, and shall make available upon request by County Representative.
   vii. With respect to program files and/or individual client files documenting services:
       1. County's Representative shall have the option of reviewing the contents of the files.
       2. Agency shall have the following information available during all site visits:
          a. Acknowledgement and Consent to Release Records. Agency shall present a signed Acknowledgement and consent to Release Records prior to any client file information being reviewed. For minors, a parent or guardian signature is required. Records presented without a signed consent will be considered unavailable to use as documentation for proof of services rendered.
          b. Client Eligibility. Agency shall maintain program records that provide evidence of client eligibility to include the client's date of birth and residential address of the client within Manatee County. P.O. Boxes are not considered a residential address. For minors, a parent or guardian must provide the evidence of child's birthdate and residency.
          c. Program Services Documentation. Agency shall maintain sufficient records to document units of service provided in accordance with Attachment A of this Agreement.
viii. Documents submitted to the County or retained as part of client/agency files as a part of this agreement may be modified by the County Representative with written notice to the agency.

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

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

xi. Because the services provided by Agency are funded in whole or in part by the County, Agency agrees to require each client receiving services (or legal guardian of client where applicable) to execute an Acknowledgement and Consent to Release Records form.
1. The form shall contain an acknowledgement of the client or guardian that he/she understands that the County’s Representative may request access to any or all Agency records relating to the program and/or the delivery of services for the purposes of evaluating or monitoring the program or delivery of service to the client, and that he/she consents to the release of records for these purposes.
2. The form shall also inform the client or guardian that to the extent records are provided to the County, same shall become public records and may, subject to any applicable state or federal exemptions, be inspected or copied by third persons.
3. The form shall be drafted by the Agency and must be reviewed and approved by the County’s Representative prior to use.
4. County’s Representative may waive this requirement for group educational and similar programs.

xii. With respect to the Health Insurance Portability and Accountability Act (HIPAA): To the extent Agency is defined as a Covered Entity by the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), Agency shall carry out its obligations under this Agreement in compliance with the record security and privacy regulations established by HIPAA to protect the privacy of any personally identifiable protected health information (PHI) that is collected, processed or learned as a result of its performance of the Services provided hereunder. In conformity, therewith, Agency shall:
1. Not use or further disclose PHI except as permitted under this Agreement or required by law;
2. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
3. Mitigate, to the extent practicable, any harmful effect that is known to Agency of a use or disclosure of PHI by Agency except as permitted by this Agreement.
4. Report to County any use or disclosure of PHI not provided for by this Agreement of which agency becomes aware.
5. Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Department of Health and Human Services for purposes of determining County and Agency’s compliance with HIPAA.
6. Agency, its employees and agents are only permitted to use or disclose PHI related to treatment: of a patient to which they provided care in accordance with the HIPAA during its association with County.
7. Agency will compel employees and agents to sign acknowledgements of receipt of, and understanding of, all rules and regulations related to HIPAA.
8. Agency will also take appropriate disciplinary actions against employees and agents who violate HIPAA regulations.
9. Agency will insure all relevant employees and agents will have been instructed in HIPAA compliance prior to performing Services related to PHI records. Agency will assume all expense for such training.
10. Notwithstanding any other provision of this Agreement, Agency agrees to hold harmless and indemnify County from any civil or administrative action, fine or penalty resulting from a breach of patient privacy by Agency, its agents or employees.
11. In addition to the foregoing, to the extent Agency is a HIPAA Covered Entity or Business Associate, Agency must enter into a HIPAA business associate agreement with any Business Associate or subcontractor which will have access to PHI, and shall provide County, upon County’s request, copies of same.

ARTICLE 8: INDEMNIFICATION. Agency shall indemnify, keep and save harmless, and defend the County, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may accrue against the County arising out of the performance of or failure to perform the Program required by this Agreement or the terms of this Agreement, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Agency or its employees, or of the subcontractors or its employees, if any. Agency shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Agency shall, at its own expense, satisfy and discharge the same. Any performance bond or insurance protection required by this Agreement, or otherwise provided by Agency, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the County as herein provided. The
indemnity hereunder shall continue until such time as any and all claims arising out of Agency's performance or failure to perform under this Agreement have been finally settled, regardless of when such claims are made.

In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, County shall give notice thereof in writing to Agency at the above listed address. Upon receipt of notice, Agency, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgment against the County. Nothing in this Agreement shall be deemed to affect County's right to provide its own defense and to recover from Agency attorney's fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

**ARTICLE 9: INSURANCE.** Without limiting any of the other obligations or liabilities of the Agency, the Agency shall, at the Agency's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the nature and type as set forth in Attachment D. Agency shall provide a Certificate of Insurance as evidence of coverage, along with all applicable endorsements, and make part of this agreement as Attachment "D" to include:

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

Until such time as the insurance is no longer required, the Agency shall provide the County with renewal or replacement certificates of insurance not less than the day prior to the expiration or replacement of the insurance for which a previous certificate has been provided. In the event a renewal or replacement certificate is not available Agency shall, not less than the day prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

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

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

**ARTICLE 10: COUNTY'S REPRESENTATIVE.** The Director of County's Neighborhood Services Department or such other employee as may be designated in writing by the County Administrator shall serve as the County's representative and is authorized to interpret this Contract and designate such additional employees as may be required to monitor Agency's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. Disputes over any provision not satisfactorily resolved with the County's representative shall be referred to the County Administrator or his designee.

**ARTICLE 11: AMENDMENTS.** This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement approved by the governing bodies of both parties.

**ARTICLE 12: SEVERABILITY.** In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof, but shall be confined solely to the paragraphs involved in such decision.

**ARTICLE 13: HEADINGS.** All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

**ARTICLE 14: CATASTROPHIC EVENTS.** No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by a hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other cause beyond the reasonable control of the party obliged to perform. In accordance with applicable law, Agency shall not be compensated for any period in which Program services are suspended or discontinued as a result of such an event.

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

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

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

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

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

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

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

ARTICLE 22: AUTHORITY TO EXECUTE. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, by their authorized representatives, effective as of the date set forth above.

WITNESSES:

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<td>Chris Handy-Hippcutt</td>
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WITNESSES:

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AGENCY

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

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: ________________
Chairperson

Date of Execution: ________________

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

By: ________________
Deputy Clerk
ATTACHMENT A
PROGRAM DESCRIPTION

MANATEE CHILDREN’S SERVICES, INC.
CHILD ADVOCACY CENTER

1. PROGRAM DESCRIPTION:
   a. Agency shall provide child abuse treatment and prevention services in a collaborative, efficient, and full-service environment, hereinafter “Program”.

2. TARGET POPULATION:
   a. This program shall serve children ages 0-17 who are victims of abuse or at-risk of becoming victims of abuse, and their parents/caregivers, who are residents of Manatee County, hereinafter, “Client”.

3. LOCATION/HOURS OF SERVICE:
   a. Services will be provided at the following location(s):
      i. Agency Offices:
         1227 9th Avenue West Bradenton, FL 34205
         1301 9th Avenue West Bradenton, FL 34205
         911 13th Street West Bradenton, FL 34205
      ii. Agency Group Homes and Shelter locations:
          Emergency Shelter and Our Place Group Home (confidential address)
          Boy’s Group Home 5731 2nd Street West, Bradenton, FL 34207
          Girl’s Group Home, 4812 23rd Street West, Bradenton, FL 34207
      iii. Client’s homes, schools, childcare centers, or other locations as needed
      iv. Safe Children’s Coalition (Structured Observations), 5729 Manatee Avenue West, Bradenton, FL 34209
   b. Program will be provided at the following time(s):
      i. Monday through Friday, 8:00 a.m.–5:00 p.m.; and evenings and weekends, as needed.
   c. Other locations and times may be requested by the agency in writing. Changes are not approved until the County Representative has approved them in writing.

4. SERVICES:
   a. Program shall provide service including, but not limited to, the following:
      i. Relative/Kinship Caregiver Support: Facilitate relative/kinship caregiver support groups with guest speakers to cover topics and links to resources needed; and assist group to network, problem share and provide emotional and moral peer support; and Conduct home visitation to relative/kinship caregivers, if needed, to determine referrals and assist with child specific problematic behaviors.
      ii. Personal Safety Education: Educational safety instruction for children in group settings using age-appropriate materials and content to provide Clients an opportunity to learn how to identify, recognize and report threats to their personal safety and identify where to find help.
      iii. Parenting Education and Support: Parenting assessments completed with parents to determine risk, needs of the family or to establish goals with a client; Structured Observations with the parent and children, if applicable, completed by Parenting Specialists; parenting education sessions in individual in-home settings or group settings.
      iv. Teen Pregnancy Prevention: Provided to teens and their parents through structured educational sessions in group and individual settings in the community, school, or the client's home.
      v. Forensic Medical Examination: The initial forensic medical examination shall be conducted in response to allegations of physical abuse or neglect of a child; a specialized examination conducted in a victim-friendly environment by a pediatrician trained in forensic medical procedures to assess allegations of physical abuse or neglect. In the case of medical neglect allegations, a forensic review of medical records in conducted
      vi. Forensic Interviews: Specialized interviews shall be conducted with victim, in coordination with local law enforcement and the Child Protection Team to gather pertinent evidence of alleged abuse in a trauma sensitive manner and environment.
      vii. Clinical Services: Clinical treatment services are provided with specialized therapeutic methods for sexual abuse victims and family members in individual, family or group settings, as needed. Individualized personal/family Safety Plan shall be developed with appropriate parties to ensure child(ren)’s safety:
         i. Crisis Intervention Specialist shall provide individual and group counseling and treatment for victims of child abuse and neglect in the Agency’s residential shelter/group homes. Group educational Life Skills sessions shall be provided to include topics such as coping skills, problem solving, substance abuse, anger management, and runaway issues
b. Individualized Clinical Treatment Plans and Client Service Plans shall include Client’s clinical needs, and behavior goals.

5. UNIT OF SERVICE: A unit of service shall be defined as a month of program operation in which services are provided to eligible clients.

6. RESULTS:
   a. Program results, approved by County, shall be tracked and verified by Agency.
      i. Result/Target Statement: Of the 140 high-risk parents we anticipate serving, 120 will have no verified findings of child abuse for 18 months following the completion of the program.
         1. Milestone/Verification:
            a. Parents have demonstrated consistent engagement in parenting sessions.
            b. Parenting Educator will have observed and documented consistent session attendance at every session. By the end of the 3rd session, the level of participation will be documented regarding rapport and engagement in parenting education activities.
         2. Milestone/Verification:
            a. Parents have demonstrated the use of parenting skills that reduce the risk of child abuse.
            b. By the end of the 3rd session, Parents will develop a parenting plan with the Parenting Instructor that will address child abuse risk factors. The parenting plan will be individualized using information derived from the initial assessment and pre-testing that is designed to identify risk factors for child abuse. The AAPI (Adult Adolescent Parenting Inventory) and the PSI (Parenting Stress Index) are the evidenced based pre/post testing tools administered that measure behavior, not short term knowledge.
         3. Milestone/Verification:
            a. Parents have achieved all goals set on their individualized parenting plan to reduce child abuse risk factors.
            b. At program completion, a final report will indicate evidence of parenting plan goal achievement (post test results, parent/child observation documentation, parent providing examples of keeping their children safe, coping skills used in their own stressful situations, etc.).
         4. Milestone/Verification:
            c. No new verified findings of child abuse within 18 months of program completion.
            d. Data reports regarding child abuse findings are run by agency personnel on a quarterly basis to determine rates of recidivism.
   b. Program results, approved by County, shall be tracked and verified by Agency.
      i. Result/Target Statement: Of the 130 child abuse victims we anticipate serving, 110 will have no verified findings of child abuse for 6 months after completion of the program.
         1. Milestone/Verification:
            a. Children have actively engaged in therapy sessions.
            b. By the 3rd session, the therapist will have observed and documented consistent session attendance and participation by asking questions, engaging in treatment activities and reporting the use of interventions in the home.
         2. Milestone/Verification:
            a. Children and caregivers have demonstrated their ability to implement safety strategies.
            b. By the end of the 1st session, children and caregivers will identify personal and familial threats to safety that will be documented by the therapist in the case record. By the 3rd session, safety strategies will be developed by the family, child and therapist. By the 12th session, documented examples of safety strategy implementation will be recorded in the case file.
         3. Milestone/Verification:
            a. Children have been discharged with a decrease in severity of trauma symptoms.
            b. Post testing tools (TSCC, TSCYC, UCLA) will indicate a reduction in trauma symptoms from Clinical Significance to the normal range at program completion.
         4. Milestone/Verification:
            a. No new verified findings of child abuse 6 months after completing treatment.
            b. The Child and Family Advocate will follow up by phone with children and their caregivers regarding child behavior and child safety 6 months post-treatment. Data reports are run by agency personnel on a quarterly basis to determine rates of child abuse recidivism.
   c. Modification to results, targets, verification and milestones may be requested by Agency in writing and shall include a logical analysis of the reason for modification. Changes are not considered approved until the County Representative has approved them in writing.
ATTACHMENT B
PAYMENTS

MANATEE CHILDREN'S SERVICES, INC.
CHILD ADVOCACY CENTER

Agency shall be paid by the County an amount not to exceed $775,000 for the program provided during the time period of this Agreement, as specified below:

1. Units of Service:
   a. Agency shall provide 12 units of service, during the term of the Agreement.

2. Unit Rate:
   a. Agency shall be paid by the County in the amount of $64,584 for each unit of service provided in accordance with Article I, Attachment A.
   b. Agency shall be paid monthly for the actual number of units of service it has provided and documented.

3. Supporting Documentation:
   a. Payment Request Form:
      i. Agency shall complete and submit one original and two photocopies of the Agency Payment Request Form
   b. Monthly Unit Tracking Form:
      i. Agency shall create and provide, each month with their Agency Payment Request Form, three copies of the Monthly Unit Tracking Form, which shall serve as the report of units of service performed during the reporting period. The format of the Unit Tracking Form must be approved by the County Representative prior to use and contain the following information:
         1. Name of Agency and Program
         2. Month and year service was rendered
         3. Dates of services provided for the reporting period
         4. # of Clients served during the reporting period, in the following program components:
            a. Relative/Kinship Caregiver Support
            b. Personal Safety Education
            c. Parenting Education and Support
            d. Teen Pregnancy Prevention
            e. Forensic Medical Examinations
            f. Forensic Interviews
            g. Clinical Services
      ii. Failure to submit an accurate monthly unit tracking form may result in payment processing being delayed.
   c. Additional Information Form:
      i. Agency shall create and provide a form to report the following:
         1. Anticipated Difficulties: Agency shall report anticipated difficulties meeting contractual requirements by the end of the contract year.
         2. Program Staff: Agency shall list all direct program staff names and position titles. Agency shall report changes in staff during the contract term, including any staff vacancies or changes which affect the Program.

4. Submission Date:
   a. It is recommended that Agency Payment Requests, as described in Attachment B, be submitted to the County by the 15th of each month. Agency payment requests are processed in the order they are received by the County. Once processed by the Manatee County Neighborhood Services Department, the Clerk of the Court has 45 days to process the payment.

5. Final Payment Request:
   a. Within 15 calendar days after expiration of the Agreement, the Agency shall render a final and complete Agency Payment Request. County shall not be responsible for the payment of any charges, claims or demands of the Agency not received within said fifteen-day period.
ATTACHMENT B
MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS
FY19/20 NON-PROFIT AGENCY PAYMENT REQUEST FORM

AGENCY: MANATEE CHILDREN’S SERVICES, INC.

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

PROJECT NUMBER: 104-0015002-582000

PROGRAM: CHILD ADVOCACY CENTER

PAYMENT REQUEST FOR MONTH OF:

SECTION 1: AGENCY PAYMENT REQUEST

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<td>REQUEST THIS PERIOD</td>
<td>TOTAL FUNDING</td>
<td>REQUESTED YEAR-TO-DATE</td>
<td>BALANCE OF FUNDS</td>
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<td>Y-T-D TOTAL PRIOR</td>
<td>TOTAL THIS PERIOD</td>
<td>TOTAL Y-T-D</td>
<td>% OF PLAN ACHIEVED</td>
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SECTION 3: SUPPORTING DOCUMENTATION
Attach: Documentation as required in ATTACHMENT B, PAYMENTS.

PREPARED BY: ___________________________ DATE: ________________

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

AUTHORIZED SIGNATURE: ___________________________ DATE: ________________

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

DO NOT WRITE BELOW THIS LINE

NSD CONTRACT MANAGER: ___________________________ DATE: ________________
ATTACHMENT C
SPECIAL CONDITIONS

MANATEE CHILDREN’S SERVICES, INC.
CHILD ADVOCACY CENTER

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

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

<table>
<thead>
<tr>
<th>Quarterly Report Due Dates</th>
<th></th>
<th></th>
<th></th>
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<tbody>
<tr>
<td>Due: Jan 30, 2020</td>
<td>Due: Apr 30, 2020</td>
<td>Due: Jul 30, 2020</td>
<td>Due: Oct 30, 2020</td>
</tr>
<tr>
<td>Title</td>
<td>Requirement/Description</td>
<td></td>
<td></td>
</tr>
<tr>
<td>i. Program Revenue &amp; Expenditure Report</td>
<td>Agency shall report quarterly all actual program revenue (by source) and actual expenditures (by line item).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii. Program Results Report</td>
<td>Agency shall track and report program result(s), target(s), and milestones for the clients served during the term of this agreement (updated each quarter).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii. Children’s Services Demographics Report</td>
<td>Agency shall provide a report on unduplicated clients receiving services during the term of this agreement (updated each quarter reporting new clients only) to include the following demographics: Gender, race, age, and zip code.</td>
<td></td>
<td></td>
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</table>

2. Agency shall submit the following documentation as indicated:

<table>
<thead>
<tr>
<th>Other Documents Required</th>
<th>Requirement/Description</th>
</tr>
</thead>
</table>
   | a. Insurance | Agency shall submit the following, in accordance with Article 9 of this Agreement:
   |   i. Certificate of Commercial General Liability and Professional Liability insurance. |
   |   ii. Agency shall, not less than the day prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible. |
   | b. Financial Audit | Financial audit shall be submitted in accordance with Article 7, A, iii of this Agreement. |
   | c. Acknowledgement and Consent to Release Records | Agency shall submit an example of the Acknowledgement and Consent to Release Records to Manatee County Government to be used for this program. The sample must be submitted within 30 days of agreement execution and approved by the county representative prior to use. |
   | d. Licenses | Photocopies of licenses necessary to operate the program shall be provided to the county at the time of application or prior to the receipt of payment under this agreement. Copies of license renewals shall be submitted to the county upon receipt from the licensing entity. |
   | e. Accreditation | Agency shall provide County, upon execution of this Agreement, a copy of their letter of accreditation from National Children’s Alliance; and agency agrees to make available for review any documentation used in the accreditation process as requested by County representative. |

3. Waivers:

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

   i. The requirement to obtain an Acknowledgement and Consent to Release Records is hereby waived for the Personal Safety Education group education services provided during the term of this agreement.
# ACORD Certificate of Liability Insurance

**Client #: 18624**

**MANATEE C**

**ATTACHMENT D**

**INSURANCE CERTIFICATE**

**DATE (MM/DD/YYYY):** 6/13/2019

## PRODUCER

**Boucheard Insurance Inc.**  
101 N Starcrest Dr.  
Clearwater, FL 33765  
727 447 6481

**INSURED**  
Manatee Children’s Services  
1227 9th Ave W  
Bradenton, FL 34205

## COVERAGES

**CERTIFICATE NUMBER:**  
**REVISION NUMBER:**

**TYPE OF INSURANCE**  
**POLICY NUMBER**  
**DESCRIPTION**  
**LIMITS**

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## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule may be attached if more space is required)

Certificate holder is additional insured as respects General Liability only if required by written contract, and subject to the terms, conditions and exclusions as specified in the policy.

**MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA** is additional insured as respects General Liability only if required by written contract, and subject to the terms, conditions and exclusions as specified in the policy.

## CERTIFICATE HOLDER

**MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**  
PO BOX 1000  
BRADENTON, FL 34206-0000

## CANCELLATION

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS**

**AUTHORIZED REPRESENTATIVE**

[Signature]