

**FIFTH AMENDMENT TO AGREEMENT NO. 17-0244FL
FOR COMMUNITY CARE FOR THE ELDERLY (CCE) PERSONAL CARE SERVICES**

This Fifth Amendment to Agreement No. 17-0244FL (hereinafter Amendment) is made as of this 1st day of July, 2019 (hereinafter Effective Date) between **Manatee County**, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, FL 34205 (hereinafter County) and **Tidewell Home Health LLC, D/B/A Approved Home Health**, a Florida limited liability company, whose address is 6310 Capital Drive, Suite 110, Bradenton, FL 34202, (hereinafter Provider).

WHEREAS, Section 2-26-46 of the County's Procurement Code permits the County to amend agreements after execution; and

WHEREAS, on March 10, 2017, the County entered into Agreement No. 17-0244FL with Provider for Community Care for the Elderly (CCE) Personal Care Services commencing February 1, 2017 and terminating June 30, 2017 for a total not to exceed amount of \$30,336.68 (FY 17/18) (Initial Agreement); and

WHEREAS, on May 23, 2017, the parties hereto entered into the First Amendment increasing the funded amount by \$19,115.29 for a revised total not to exceed \$49,452.12 (FY 17/18) funded amount; and

WHEREAS, on July 27, 2017, the parties hereto entered into the Second Amendment to extend the term of the Agreement from July 1, 2017 to June 30, 2018 for a revised total not to exceed amount of \$93,350.00; and

WHEREAS, on July 27, 2018, the parties hereto entered into the Third Amendment to incorporate the agreed upon rate of \$22.44 per unit of service; and

WHEREAS, on August 17, 2018, the parties hereto entered into the Fourth Amendment to extend the Agreement from July 1, 2018 through June 30, 2019 and add annual funding; and

WHEREAS, Provider agrees to continue to provide the CCE Personal Care services to the County in accordance with the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. This Fifth Amendment renews the Agreement for the period of July 1, 2019 through June 30, 2020. There are no renewal options remaining.

3. Provider shall be paid on a monthly basis at a rate of \$22.44 per unit of service in accordance with the instructions provided in Agreement No. 17-0244FL, Exhibit “B” – Payment and Compensation Requirements.
4. The billing cut-off dates shall be as follows:

19/20 Billing Due Dates			
<i>Month</i>	<i>Cut Off Date</i>	<i># of Weeks</i>	<i>Due No Later Than:</i>
Jul 2019	July 27, 2019	4	July 31, 2019
Aug 2019	August 24, 2019	4	August 28, 2019
Sep 2019	September 28, 2019	5	October 2, 2019
Oct 2019	October 26, 2019	4	October 30, 2019
Nov 2019	November 23, 2019	4	November 27, 2019
Dec 2019	December 28, 2019	5	December 31, 2019 (Tues)
Jan 2020	January 25, 2020	4	January 29, 2020
Feb 2020	February 22, 2020	4	February 26, 2020
Mar 2020	March 28, 2020	5	April 1, 2020
Apr 2020	April 25, 2020	4	April 29, 2020
May 2020	May 23, 2020	4	May 27, 2020
Jun 2020	June 30, 2020	5	July 2, 2020 (Thurs)

5. **Supplemental Terms and Conditions.** The terms and conditions of the Agreement are hereby modified or supplemented as follows:
 - a. *Amendment or Waiver.* No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and contains the signature of an authorized representative of the party against whom it is sought to be enforced. Either party’s failure to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provision or rights, or affect the validity of this Agreement.
 - b. *Public Records.* Pursuant to Florida Statutes § 119.0701, to the extent Company is performing services on behalf of the County, Company shall:
 - i. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform this service.
 - ii. Upon request from the County’s custodian of public records, provide the custodian 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 this chapter or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the Agreement and following completion of the Agreement if Company does not transfer the records to the public agency.

- iv. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Company or keep and maintain public records required by the County to perform the service. If Company transfers all public records to the County upon completion of the Agreement, Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Company keeps and maintains public records upon completion of the Agreement, Company 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 COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

By email: Debbie.Scaccianoce@mymanatee.org

By phone: 941.742.5845

Mail or hand delivery:

Attn: Records Manager

1112 Manatee Avenue West

Bradenton, FL 34205

- c. *Notices.* Every notice, comment, consents, objections, waivers or any communication given under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

For County: Manatee County Government
1112 Manatee Avenue West
Bradenton, FL 34205
Attn: Director
Tel: 941-749-3004

For Company: Tidewell Home Health, LLC, D/B/A Approved Home Health
6310 Capital Drive, Suite 110
Bradenton, FL 34202
Attn: Vice President
Tel: 941-870-8740

Every notice, comment, consents, objections, waivers or any communication shall be deemed given when received by the party for whom such communication is intended at such address herein specified, or such other physical address or email address as such party may have substituted by notice to the other.

6. The Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment and this Fifth Amendment represent the entire understanding between the Parties.
7. **Terms and Conditions.** Except as otherwise stated herein, the terms and conditions of the Initial Agreement shall constitute the terms and conditions of this Agreement. A true and correct copy of the Initial Agreement is hereby incorporated by this reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

**TIDEWELL HOME HEALTH, LLC, D/B/A
APPROVED HOME HEALTH**

Company

By: _____

Printed Name: _____

Date: _____

MANATEE COUNTY, a political subdivision
Of the State of Florida

By: _____

Printed Name: Theresa Webb, M.A., CPPO,
CPPB, CPSM, C.P.M.

Title: Procurement Official

Date: _____