

## Mallory Carteaux

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**From:** William Clague  
**Sent:** Friday, September 01, 2017 4:20 PM  
**To:** Mallory Carteaux  
**Cc:** Mitchell Palmer; Alex Nicodemi; Ed Hunzeker; Dan Schlandt; Charlie Hunsicker; Danny Hopkins; Debbie Voorhees; Juliet Shepard  
**Subject:** Optum Fitness Advantage Program; RLS-2017-0402  
**Attachments:** Optum Fitness Advantage Program\_Program Agreement (CAO Comments v1).docx

Mallory:

Pursuant to the above Request for Legal Services you have asked this office to review a Health Contributions Provider Agreement ("Agreement") to establish a fitness program at the G.T. Bray Recreation Center for which participants may receive health insurance reimbursements. I provide the following advice in response:

1. Attached is a redlined revision of the Agreement reflecting the comments of this office, prepared with substantial effort by Alex Nicodemi.
2. The majority of suggested changes are intended provide clarity, and to conform the document to the practices and standard contract provisions of the County.
3. We have included comments in the margins on Pages 1 and 6 that request additional information from the contractor. (These will probably be easier to read if you deactivate "formatting" in the "show markup" function of track changes.)
4. We have added substantive provisions in Sections 7 and 8 to identify individuals to represent the parties.
5. We have made substantive revisions to sections 10 and 11 regarding "trade secrets" and "personal information" (formerly "confidential information" and "privacy"). These changes are necessary to comply with Florida Statutes Chapter 119, which provides for only very narrow exceptions to the County's obligation to allow access and inspection of public records.
6. We have added Section 13 regarding the public records obligations of the contractor, which is required by statute.
7. The RLS indicates your department is seeking authorization from the Board for your department director to execute the Agreement. As we have advised in the past, signatory authority for County agreements is reserved to the County Administrator. We have revised the Agreement accordingly.

Subject to inclusion of our suggested changes, we have no objection from a legal standpoint to the Agreement being scheduled for consideration by the Board. We express no opinion as to the business judgment of entering into the Agreement.

This concludes our response to the RLS. Please let us know if you have any additional questions or concerns.

Bill Clague  
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Manatee County, Florida  
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