

**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 **Boys and Girls Clubs of Manatee County, Inc.**, a not for profit corporation, existing under the laws of the State of Florida, hereinafter referred to as "Agency", as of June 15, 2015.

WHEREAS, the County is a political subdivision of the State of Florida empowered to provide social support services to disadvantaged 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 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 **\$30,601** 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 TERM. A. Unless renewed or terminated as provided in this Agreement, this Agreement shall remain in full force and effect for a period of one year, commencing on October 1, 2014 and ending on September 30, 2015. 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.

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

ARTICLE 5: TERMINATION. A. 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 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.

B. 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.

C. 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: BOYS & GIRLS CLUBS OF MANATEE COUNTY, INC.
ATTN: EXECUTIVE DIRECTOR
P.O. BOX 280
BRADENTON, FL 34206

If by hand delivery: ¹²¹⁵~~6220~~ MANATEE AVENUE WEST, Ste 200
BRADENTON, FL 34209

If mailed to County: MANATEE COUNTY COMMUNITY SERVICES DEPARTMENT
ATTN: DIRECTOR
P. O. BOX 1000
BRADENTON, FL 34206

If by hand delivery: MANATEE COUNTY COMMUNITY SERVICES DEPARTMENT
1112 MANATEE AVENUE WEST
SUITE 303
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 (3) years after the termination of this Agreement.

iii. Prior to receiving any funds under this Agreement, Agency shall submit an audited financial statement, not more than two years old, from an independent certified public accountant registered in the State of Florida. The submission of an

audit 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.

iv. 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.

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, handicap, 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 (except as authorized in Section 6 of the Special Conditions) 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 (30) 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 Community 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. 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.

vi. Unless otherwise notified in writing by the County's Representative, or designee, Agency shall enroll or update Agency's Program as a service resource in the following:

United Way 211 Manasota
Whole Child Project Manatee

vii. 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.

ARTICLE 8: INDEMNIFICATION. Agency shall indemnify, keep and save harmless 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 attorneys' 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 made part of this agreement as Attachment "D" to include:

- A. Commercial General Liability in an amount not less than \$1,000,000 per occurrence and in the aggregate; and
- B. 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 15 days 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 15 days 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 Community 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 life cause beyond the reasonable control of the party obliged to perform.

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 attorneys 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:

Sign Name: *Michael Wood*
Print Name: Michael Wood
Sign Name: *Beth H. Work*
Print Name: Beth H. Work

AGENCY
By: *Dawn Stanhope*
Print Name: DAWN STANHOPE
Title: PRESIDENT
Phone Number: 941-761-2582

ATTEST: R. B. SHORE
CLERK OF THE CIRCUIT COURT

MANATEE COUNTY, FLORIDA
by and through its
Board of County Commissioners

By: _____
DEPUTY CLERK

By: _____
COUNTY ADMINISTRATOR

Date of Execution: _____

ATTACHMENT A

PROGRAM DESCRIPTION

BOYS & GIRLS CLUBS OF MANATEE COUNTY, INC. GREAT FUTURES START HERE PROGRAM SUMMER SERVICES ONLY

- A. **SERVICE DESCRIPTION:** Agency shall provide Out of School Time (OST) services through the Summer months of PY2014-15, hereinafter “Program,” to Manatee County eligible youth who live in Rubonia and are ages 5 through 17 years, hereinafter “Client.” Clients must meet one or more of the following eligibility areas, evidenced by appropriate documentation:
- Low-income, as evidenced by enrollment in Federal Free/Reduced Lunch program or Food Stamp award letter or income verification to prove families income meets Florida HHS poverty guidelines.
 - Latch-Key Youth, as evidenced by documentation, of parent(s) / guardian(s) employment or parent(s) / guardian(s) enrollment in an education program 20 hours or more.
 - Significant school adjustment issues, including one or more of the following (as evidenced by school record):
 - Attendance issues, truancy
 - Suspension and/or expulsion
 - Alternative school placement
 - School dropout
 - Significant delinquency risk factors, (as evidence by juvenile record or parent/guardian attestation):
 - Family members, including siblings, involved in the juvenile or adult criminal systems.
 - Prior history of law violations, placement in delinquency diversion program or on probation.
 - Frequent association with peers who are delinquent or gang-involved.
 - Family involvement in the dependency system, including out-of-home placements (as evidenced by placement in shelter or foster care).
 - Residence in a high crime neighborhood. A high crime areas (as evidenced by parent/guardian attestation)
 - History of substance abuse or other behavioral health issues, excluding youth in need of intensive substance abuse and/or mental health interventions or treatments (as evidenced by parent/guardian attestation)

Out of School Time (OST) Time periods shall be considered to include:

1. Non-School Days during Summer Break- full day services are to be a minimum of 6 hours or more per day.

The program offers Out of School Time programming that provides daily access to multi-faceted youth development activities and blends fun learning with affirmative culture, reinforcing positive social norms, supporting efficacy and empowerment during the period of June 15, 2015 through August 14, 2015 to youth who live in Rubonia.

Program delivers activities based on three priority areas: Academic Success, Good Character & Citizenship, Healthy Lifestyles.

Billable Activities: Program offer activities that include, but are not limited to:

- Tutoring
- High yield learning activities

- Technology education
- Physical fitness activities
- Job skills training
- Career camps
- Art
- Music
- Dance
- Program will provide daily transportation to clients, from Rubonia to the Palmetto Boys' Club and returning back to Rubonia.
- Nutrition and cooking

Non-Billable Services:

In addition to the activities listed above, program shall incorporate and demonstrate all of the Out of School (OST) Standards which are derived from Florida Standards of Quality Afterschool Programs.

Program must not bill County for clients that are eligible to receive school readiness funding through the Early Learning Coalition of Manatee County.

Required Documentation: Program shall maintain the following documents for the term of this agreement, and for three years following the termination of this agreement:

1. Client files to include:
 - a. Demographic documentation including proof of residency and date of birth
 - b. Eligibility determination documentation to support identified risk area
 - c. Acknowledgement and consent form signed by parent
 - d. Back-up documentation (according to agency policy) to support any sliding fee scale or discount to program fees (if applicable)
 - e. Documentation and updates to the status of client eligibility for school readiness funding through the Early Learning Coalition of Manatee County,
2. Signed in/out attendance sheets/logs for all youth (daily)
3. Activity schedule noting activities and closures (weekly or monthly)

B. **UNIT OF SERVICE:** A unit of service shall be defined as one day of program operation. A Day of Operation shall be defined as OST services provided for a minimum of six (6) hours per day.

ATTACHMENT B

PAYMENTS

**BOYS & GIRLS CLUBS OF MANATEE COUNTY, INC.
GREAT FUTURES START HERE PROGRAM SUMMER SERVICES ONLY**

A Agency shall be paid by the County an amount not to exceed **\$30,601** for the program as specified below:

- 1) Agency shall provide **44** units of service, during the term of the Agreement. Agency shall be paid by the County in the amount of **\$695.48** or each unit of service provided in accordance with Article 1, Attachment A and documented in accordance with Article 3, Attachment B, Section 3.
- 2) Agency shall be paid monthly for the actual number of units of service it has provided, however, the total of all such payments shall not, at any point in time, exceed the cumulative amounts listed below:

June	10,201
July	20,402
August	30,601

- 3) It is recommended that Request for Payment, as described in Exhibit 1 to this Attachment, be submitted to the County by the 15th of each month. Payment requests are processed in the order they are received by the County.
- 4) Within fifteen (15) calendar days after expiration of the Agreement, the Agency shall render a final and complete Request for Payment. County shall not be responsible for the payment of any charges, claims or demands of the Agency not received within said fifteen (15) day period.

B Units of service provided shall be reported to the County on a Monthly Unit Tracking Form. The format of the Unit Tracking Form must be approved by the County Representative.

Forms to be submitted with each monthly Request for Payment:

- 1) Monthly Tracking form to contain the following information:
 - a. Program name and location
 - b. Date service was rendered/operation
 - c. Begin and end time of program operation per day
 - d. Subtotal of units per page
 - e. Grand total of units
- 2) Monthly calendar for month billed

**EXHIBIT 1
MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS
REQUEST FOR PAYMENT**

NON-PROFIT AGENCIES

AGENCY: BOYS & GIRLS CLUBS OF MANATEE COUNTY, INC.

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

PROJECT NUMBER: 104-0015002

PROGRAM: GREAT FUTURES START HERE PROGRAM SUMMER SERVICES ONLY

PAYMENT REQUEST FOR MONTH OF: _____

SECTION 1: REQUEST FOR PAYMENT

	(1)	(2)	(3)	(4)
REQUEST THIS PERIOD	TOTAL FUNDING	REQUESTED YEAR-TO-DATE	BALANCE OF FUNDS	
\$	\$30,601	\$	\$	

SECTION 2: SUPPORTING DOCUMENTATION

	(1)	(2)	(3)	(4)	(5)	(6)
UNIT COST	UNIT CONTRACT TOTAL	Y-T-D TOTAL PRIOR	TOTAL THIS PERIOD	TOTAL Y-T-D	% OF PLAN ACHIEVED	% OF TIME ELAPSED
\$695.48	44				%	%

SECTION 3: SUPPORTING DOCUMENTATION

Attach: Monthly Unit Tracking form as approved by county representative.

PREPARED BY: _____ DATE: _____

I attest that the information presented in this Request for Payment is true and accurate to the best of my knowledge.

AUTHORIZED SIGNATURE: _____ DATE: _____

(SUBMIT 1 ORIGINAL-SIGNATURE BLUE INK AND 2 PHOTOCOPIES OF REPORT WITH 1 COPY SUPPORTING DOCUMENTATION ATTACHED TO EACH)

DO NOT WRITE BELOW THIS LINE

HSD CONTRACT MANAGER: _____ **DATE:** _____

**ATTACHMENT C
SPECIAL CONDITIONS**

**BOYS & GIRLS CLUBS OF MANATEE COUNTY, INC.
GREAT FUTURES START HERE PROGRAM, SUMMER SERVICES ONLY**

1. Agency shall provide, each month with their payment request, one copy of the following information from the report period:
 - A. Anticipated difficulties meeting contractual requirements by the end of the contract year;
 - B. Changes in the Board of Director's composition; and
 - C. Changes in staff which differs from Agency's proposal for funding or has changed during the contract term. (Include staff vacancies or changes which affect the Program). Through this report Agency shall ensure that it has provided sufficient staff to conduct Program in accordance with the terms and conditions of this Agreement and in accordance with the proposal for funding submitted to County by Agency.
 - D. One copy of program schedule of anticipated activities for the coming month.
2. Agency shall provide Program at the following locations and during the following hours:

Location(s)	Hours
Palmetto Boys and Girls Club 1600 10 th St W, Palmetto	Mon. – Fri., 7:00 a.m. – 6:00 p.m. Special events during evenings and weekends

3. Agency shall submit Quarterly Reports through the Online Data Management (ODM) system, as follows:

Quarterly Report Due Dates			
Quarter 1 (Oct-Dec)	Quarter 2 (Jan-Mar)	Quarter 3 (Apr-Jun)	Quarter 4 (Jul-Sep)
Due: Jan 30, 2015	Due: Apr 30, 2015	Due: Jul 30, 2015	Due: Oct 30, 2015
Report/Form ODM Title	Requirement/Description		
a. Program Quarterly Expenditure Report	Agency is required to report all actual program revenue (by source) and actual expenditures (by line item) for the quarter		
b. Quarterly Program Funding Report	Agency is required to pursue additional funding options during the term of this Agreement and report any alternative funding sources for which the agency has applied to either support or enhance program grant funding received from the county during the quarter and the results of obtaining such funding.		
c. Quarterly Outcomes Report Form	Agency is required to track and report program outcome results for the clients served for the quarter.		
d. Quarterly Children's Services Client Demographics Report	Agency is required to provide a program report on unduplicated clients receiving program services during the term of this agreement (updated each quarter reporting new clients only) that includes the following demographic information: gender, race, ages, and zip codes.		

4. County's Representative has the authority to request client information for County's periodic reviews, site visits or annual monitoring. 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. 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. 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, be subject to any applicable state or federal exemptions, be inspected or copied by third persons. The form shall be drafted by the Agency, and must be reviewed and approved by the County's Representative prior to use. County's Representative may waive this requirement for group educational and similar programs.

5 **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:

- a. Not use or further disclose PHI except as permitted under this Agreement or required by law;
- b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
- c. 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.
- d. Report to COUNTY any use or disclosure of PHI not provided for by this Agreement of which agency becomes aware.
- e. 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.
- f. 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.
- g. Agency will compel employees and agents to sign acknowledgements of receipt of, and understanding of, all rules and regulations related to HIPAA.
- h. Agency will also take appropriate disciplinary actions against employees and agents who violate HIPAA regulations.
- i. 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.
- j. 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.
- k. 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.

6 Notwithstanding the provisions of Article 7, Paragraph F Agency may retain subcontractors to provide the services described in Attachment A, provided however, all subcontracts related to the performance of services shall be subject to all provisions of this Agreement. The Agency shall furnish a copy of this Agreement to every prospective subcontractor prior to entering into any subcontract. Upon request by the County's Representative, Agency shall make available records related to any particular subcontract. The County's Representative has no duty to review such proposed contracts, it being the express duty of the Agency to ensure that the subcontracts conform to this Agreement. Any approval granted by the County's Representative does not alter the obligation of the Agency to fulfill all terms of this agreement nor does it constitute an opinion regarding the sufficiency or legality of the subcontract.

- 8 Notwithstanding the provisions set forth in Article 9, the requirement for Agency to procure, maintain and keep in force, Professional Liability coverage (indicated in Article 9 item B) is waived for the program year of 2014-15.
- 9 Agency shall maintain program files and/or individual client files reflecting services provided. County's Representative shall have the option of reviewing the contents of the files.