

**Lee County Board Of County Commissioners
Agenda Item Summary**

December 16, 2002

Blue Sheet No. 20021463

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize the department to contract with Lifeline Family Center, Inc, in the amount of \$20,302.43 for services from October 1, 2002 – September 30, 2003 in accordance with Florida Statute 320.08058 Choose Life License Plates. Authorize the Chairman to sign the contract once complete.

WHY ACTION IS NECESSARY: Complies with Florida Statute 320.08058 to provide funds which will meet the material needs of pregnant women who are committed to placing their child for adoption and other eligible adoption related expenses.

WHAT ACTION ACCOMPLISHES: Provides funds collected from the Choose Life License Plates to a qualifying not-for-profit agency.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #

C5A

3. MEETING DATE:

01-07-2003

4. AGENDA:

- CONSENT ADMINISTRATIVE APPEALS
- PUBLIC WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER N/A
- B. DEPARTMENT Human Services
- C. DIVISION

BY: *Ann Arnall*
Ann Arnall, Deputy Director

7. BACKGROUND:

The Choose Life License Plate was authorized by the Legislature and the proceeds from plates sold in each county are to be returned to said county to be used for meeting the needs of pregnant women who are committed to placing their child for adoption or other eligible adoption related expenses such as counseling, training, or advertising.

Funds may not be used for administrative expenses and the county is not reimbursed for expenses incurred on administration. Lifeline Family Center, Inc. responded to the RFP issued by The Department of Human Services in May 2000 and has been the contract provider for one year. This contract continues funding to the agency for another year, as is provided for in the statute.

Funds are available in account string 00100.229040

Attachment: Florida Statute 320.08058

Three (3) original contracts

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services	G County Manager
<i>Ann Arnall</i>	<i>Ann Arnall</i>	<i>N/A</i>		<i>Ann Arnall</i>	<i>As/ATM</i>	<i>Ann Arnall</i>
					OA <i>12/20/02</i>	
					ADM <i>12/25/02</i>	
					Risk <i>12/23/02</i>	
					GC <i>12-20-02</i>	

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *12/19/02*
Time: *3:42 pm*
Forwarded to: *2003.doc*

FORWARDED BY
COUNTY ADMIN.
12-20-02
11:15
COUNTY ADMIN.
FORWARDED TO: *BH*
12/23/00

320.08062 Audits required; annual use fees of specialty license plates.--

(1)(a) All organizations that receive annual use fee proceeds from the department are responsible for ensuring that proceeds are used in accordance with ss. 320.08056 and 320.08058.

(b) All organizational recipients of any specialty license plate annual use fee authorized in this chapter, not otherwise subject to annual audit by the Office of the Auditor General, shall submit an annual audit of the expenditures of annual use fees and interest earned from these fees, to determine if expenditures are being made in accordance with the specifications outlined by law. The audit shall be prepared by a certified public accountant licensed under chapter 473 at that organizational recipient's expense. The notes to the financial statements should state whether expenditures were made in accordance with ss. 320.08056 and 320.08058.

(c) In lieu of an annual audit, any organization receiving less than \$25,000 in annual use fee proceeds directly from the department, or from another state agency, may annually report, under penalties of perjury, that such proceeds were used in compliance with ss. 320.08056 and 320.08058. The attestation shall be made annually in a form and format determined by the department.

(d) The annual audit or report shall be submitted to the department for review within 180 days after the end of the organization's fiscal year.

(2) Within 90 days after receiving an organization's audit or report, the department shall determine which recipients of revenues from specialty license plate annual use fees have not complied with subsection (1). If the department determines that an organization has not complied or has failed to use the revenues in accordance with ss. 320.08056 and 320.08058, the department must discontinue the distribution of the revenues to the organization until the department determines that the organization has complied. If an organization fails to comply within 12 months after the annual use fee proceeds are withheld by the department, the proceeds shall be deposited into the Highway Safety Operating Trust Fund to offset department costs related to the issuance of specialty license plates.

(3) The Auditor General and the department have the authority to examine all records pertaining to the use of funds from the sale of specialty license plates.

History.--s. 5, ch. 90-194; s. 7, ch. 95-282; s. 3, ch. 98-414; s. 270, ch. 99-248.



LEE COUNTY

S O U T H W E S T F L O R I D A

DEPARTMENT OF HUMAN SERVICES

State of Florida
Choose Life License Plates

contract
with

Lifeline Family Center

OCTOBER 1, 2002 – SEPTEMBER 30, 2003

CFSA # _____

CFDA # _____

Contract No. _____

Funding Source: State of Florida-
Choose Life license plates

STANDARD LINE ITEM CONTRACT

**CONTRACT BETWEEN
THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS
And
LIFELINE FAMILY CENTER**

THIS CONTRACT is entered into this _____ day of, _____, between Lee County, hereinafter referred to as "COUNTY" and Lifeline Family Center, a Not-for-Profit Corporation existing under the laws of the State of Florida and, hereinafter referred to as "PROVIDER".

WHEREAS, COUNTY believes it to be in the public interest to provide certain activities to the Lee County residents through the **PROVIDER** according to this Contract, the agency's intent as stated in the proposal and attachments and/or exhibits, and all other terms and conditions as specified.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein **COUNTY** and the **PROVIDER** agree as follows:

ARTICLE I SCOPE OF SERVICES

The **COUNTY** has awarded the following amounts for each program listed below. The **PROVIDER** will be responsible for implementing these programs for the residents of Lee County:

Program	Description of Services	County Support:
Choose Life	Services for pregnant women who are committed to placing their children for adoption: material needs, counseling, adoption, training, advertising.	\$20,302.43

Program(s) must be implemented to serve residents of Lee County in accordance with Florida Statute 320.08058 and the approved proposal(s) and exhibits/attachments.

ARTICLE II TERM OF CONTRACT

This Contract shall begin **October 1, 2002** and end **September 30, 2003** unless terminated as specified in Article VIII, Suspension/Termination.

ARTICLE III COMPENSATION AND REPORTS

A. Contract Payment

Payments will be made by the **COUNTY** to the **PROVIDER** and the **PROVIDER** agrees to accept as full compensation the total amount not to exceed **\$ 20,302.43** for services rendered during the term of this Contract, subject to the provisions of Article III B Deferred Payment/Return of Funds and Article VIII,

Suspension/Termination. This includes \$1200 left from FY2002, and FY2003 funds in the amount of \$19,102.43. Funding is contingent upon the availability of funds.

B. Deferred Payment/Return of Funds

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

If as a result of monitoring or audit, unallowable or unsupported costs are found, no further payments will be made until the full amount of overpayment is remitted to Lee County or a repayment agreement is accepted by Lee County. If the monitoring or audit occurs after the term of this contract, the **PROVIDER** will be required to remit funds to the **COUNTY** in accordance with the repayment conditions below.

The **PROVIDER** agrees to return to the **COUNTY** any overpayments due to funds disallowed pursuant to the terms of this Contract. Such funds shall be considered **COUNTY** funds and must be refunded to the **COUNTY** within thirty (30) days of receiving notice from the **COUNTY** in writing regarding the overpayment. Should repayment not be made in a timely manner, the **COUNTY** will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The **PROVIDER** will be required to reimburse the **COUNTY** for any acts of non-compliance resulting in disallowed costs or fines.

C. Contract Deliverables

1. Required Reports (check if included in contract)

- EXHIBIT 1 - Payment Request for Line item contract- Due 20 days following reporting period**

All payments will be reimbursement for expenses already paid for services rendered during the contract period. Required documentation will include vendor invoice, payroll journal, or other original documentation, as well as a copy of the **PROVIDER'S** check.

- monthly** **quarterly** **upon project completion**

- EXHIBIT 1A -- Allocation by Service Activity – SHP only**

- EXHIBIT 2 – Program/Demographics – Due _monthly by the 20th of the month following the reporting period.**

- EXHIBIT 3 – Performance Outcomes Report – Due _____**

- EXHIBIT 4 - Unit Cost Analysis Report – Due last day of month following the end of the quarter**

- EXHIBIT 5- Annual Progress Report or Closeout Report- Due October 10, 2003**

- EXHIBIT 6- Request for Contract Modification– Due no later than 45 days prior to end of contract term; effective the first day of the month in which it is received by the COUNTY.**

2. Required Documents

- ATTACHMENT A - Certificate of Insurance- insert in contract**

Audited Financial Statement and Management Letter – Due 180 days following the end of

PROVIDER'S fiscal year June 30, 2003

Monitoring Reports – A copy of monitoring reports provided by other agencies including the agencies response for programs funded by COUNTY will be due no later than 30 days after receipt by the PROVIDER.

D. Contract Closeout

1. Partnering for Results : The **COUNTY** reserves the right to withhold payment until the final year-end Unit Cost Analysis Report has been received and the unit cost has been verified by the Department of Human Services. Final report due **30 days** following end of contract.
2. HOME –Closeout package for each property will be due **120 days** after closing.
3. Supportive Housing Program – Final payment request and Annual Progress Report will be due **45 days** from last day of contract term.
4. CDBG – Final payment request and demographics reports due by the **20th of the month following** term end.

ARTICLE IV AUDITS, MONITORING, AND RECORDS

A. Monitoring

The **PROVIDER** agrees to permit persons duly authorized by the **COUNTY** and the Federal or State grantor agency (if applicable) or any representatives to inspect all records, papers, documents, facility's goods and services of the **PROVIDER** and/or interview any clients and employees of the **PROVIDER** to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the law after giving the **PROVIDER** reasonable notice. The monitoring is a limited scope review of the contract and agency management and does not relieve the **PROVIDER** of its obligation to manage the grant in accordance with the applicable rules and sound management practices.

Following such monitoring the **COUNTY** will deliver to the **PROVIDER** a written report regarding the manner in which services are being provided. The **PROVIDER** will rectify all noted deficiencies within the specified period of time indicated in the monitor report or provide the **COUNTY** with a reasonable and acceptable justification for not correcting the noted shortcomings. The **PROVIDER'S** failure to correct or justify the deficiencies within the time specified by the **COUNTY** may result in the withholding of payments, being deemed in breach or default, or termination of this Contract.

PROVIDER must supply **COUNTY** with copies of all monitoring reports of programs that are funded by the **COUNTY** including agency response, within thirty (30) days of receipt.

B. Audits and Inspections

The **PROVIDER** will make all records referenced in Article IV. C., and all items included on financial statements available for audit or inspection purposes at any time during normal business hours and as often as **COUNTY** deems necessary.

The Clerk of Courts Internal Audit division, the Federal or State grantor agency (if applicable), Lee County employees, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of **PROVIDER** or Certified Public Accountant (CPA) that are pertinent to the contract, in order to make audits, examinations, excerpts, transcripts and copies of such documents. If contract non-compliance or material weaknesses in the organization are noted, the **COUNTY** or other authorized

representatives have the right to unlimited access to records during an audit or inspection. This includes timely and reasonable access to a **PROVIDER'S** personnel for the purpose of interview and discussion related to such documents.

C. Records

The **PROVIDER** shall retain all financial, client demographic, and programmatic records, supporting documentation, statistical records and other records which are necessary to document service provision, client demographics, expenditures, income and assets of the **PROVIDER** by funding source, program, and functional expenses category during the term of this contract and five (5) years from the date of contract expiration. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the 5-year period, the records shall be retained for one (1) year after the final resolution of the action and final resolution of all issues that arise from such action.

D. Independent Audit

An original, bound audit of the agency's financial statements in accordance with Generally Accepted Accounting Principals (GAAP), and/or current Generally Accepted Government Auditing Standards (GAGAS) as applicable, including the auditor's opinion, requisite reports on internal control and compliance if required, management letter addressing internal controls, and management's response to such letter, must be submitted to the **COUNTY** no later than one hundred eighty (180) days following the end of **PROVIDER'S** fiscal year along with any corrective action plan if applicable. Failure to submit the report within the required time frame will result in the withholding of payment requested, or termination of the contract by the **COUNTY**.

The audit must be conducted by an independent licensed certified public accountant who has received an unmodified opinion on their current Peer Review and must be in accordance with the General Accounting Office (GAO) Yellow Book, generally accepted Government Auditing Standards, OMB Circular A-133 "Audits of Institutions of Higher Education and other Non-Profit Organizations" if applicable, the Florida Single Audit Act (F.S. 215.97) if applicable, and the Auditor General Rule 10.550 (Government) or 10.650 (Not For Profit) as applicable. The audit must specifically identify the programs that are funded by this Lee County contract either in the statement of functional expenses, revenues and expenditures, footnotes, schedule of federal awards and state financial assistance or as supplemental data in the financial statements. The statement should be consistent with programs detailed in the corresponding proposal(s) and exhibit(s).

ARTICLE V MODIFICATIONS –N/A

If the actual unit cost is determined to be less than the total cost per unit, the **COUNTY** will reserve the right to reduce the contract to the amount needed to purchase the stated number of units at the actual unit cost. If the **COUNTY** is paying a part of the total unit cost, the amount reimbursed by the **COUNTY** will be reduced proportionately.

For contract modifications, Exhibit 6 - Request for Contract Modification is required. The **COUNTY** reserves the right to approve or deny all contract modifications. An approved modification shall be effective the first day of the month in which the **COUNTY** receives it. Modifications will not be considered within 45 days of the end of the contract term.

ARTICLE VI CONTRACTOR STATUS

A. Independent Contractor

It is the Parties' intention that the **PROVIDER** will be an independent contractor and not the County's employee for

all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Florida revenue and taxation law, Florida Worker's Compensation law and Florida Unemployment Insurance Law. The PROVIDER will retain sole and absolute discretion in the judgment of the manner and means of carrying out the PROVIDER'S activities and responsibilities hereunder. The PROVIDER agrees that it is a separate and independent enterprise from the public employer, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the PROVIDER and COUNTY, and COUNTY will not be liable for any obligation incurred by the PROVIDER, including but not limited to unpaid minimum wages and /or overtime premiums.

B. Subcontracts

Primary roles and responsibilities of PROVIDER cannot be subcontracted. It is mutually agreed that any County-funded program component that is subcontracted by PROVIDER must have a written contract upon execution of this contract. The PROVIDER must ensure each subcontractor conforms to the terms and conditions of this contract and must be subject to indemnification as stated in Article VII.

ARTICLE VII RISK MANAGEMENT

A. Indemnification

The PROVIDER will defend, hold harmless, and indemnify the COUNTY from and against any and all liability, loss, claims, damages, wages or overtime compensation due its employees, costs, attorneys' fees, and expenses of whatever kind or nature which the COUNTY may sustain, incur, or be required to pay either by reason of the loss or improper use of any monies disbursed or to be disbursed hereunder including but not limited to fraud, embezzlement, or dishonesty on the part of any person represented or employed by the PROVIDER, or by reason of the intentional or negligent act of the PROVIDER or its agents, representatives and/or employees.

The PROVIDER further agrees that it will, at its own expense, defend any and all claims, actions, suits, or proceedings that may be brought against the COUNTY in connection with the above and satisfy, pay, and discharge any and all judgments or other resolution of claims that may be entered against the COUNTY in any such action or proceedings.

The PROVIDER further agrees that it is responsible for any and all claims arising from the hiring of individuals relating to activities provided under the Contract. All individuals hired are employees of the PROVIDER and not of the COUNTY.

B. Insurance

The PROVIDER agrees to provide and maintain during the term of this Contract Commercial General Liability insurance insuring the PROVIDER against any and all claims, demands, or causes of action whatsoever for injuries received or damage to property incurred in the performance of the terms of this Contract or the use, occupation, management, or control of any facility herein provided for and the improvements thereto. Such a policy of insurance will insure the PROVIDER in an amount not less than \$300,000 to cover any or all bodily injury, personal injury, and/or property damage claim connected with any accident or occurrence that may arise or be claimed to have arisen against the PROVIDER. The PROVIDER must furnish an appropriate Certificate of Insurance (Attachment A) naming Lee County Board of County Commissioners as Certificate Holder and Additional Insured. The PROVIDER agrees that the coverage granted to the Additional Insured applies on a

primary basis, with the Additional Insured's coverage being excess. The **PROVIDER** agrees that this insurance requirement shall not relieve or limit **PROVIDER'S** liability and that the **COUNTY** does not in any way represent that the insurance required is sufficient or adequate to protect the **PROVIDER'S** interests or liabilities, but are merely minimums. Renewal of Certificates of Insurance and bonding and renewals must be submitted to:

Risk Management
Lee County Board of County Commissioners
P.O. Box 398 Fort Myers, Florida 33902-0398

C. Bonding

The **PROVIDER** must provide fidelity bonding for all employees that handle **PROVIDER'S** funds. The amount of the bond must be equivalent to the highest daily cash balance of the **PROVIDER**. Proof of this bonding must be submitted to the **COUNTY** prior to the date of execution of this contract.

ARTICLE VIII SUSPENSION/TERMINATION

A. Suspension

The **COUNTY** reserves the right to suspend funding for failure to comply with the requirements of this contract.

In the event **PROVIDER** ceases operation for any reason or files for protection from creditors under bankruptcy law, any remaining unpaid portion of this Contract, less funds for expenditures already incurred, shall be retained by the **COUNTY** and the **COUNTY** shall have no further funding obligation to the **PROVIDER** with regard to those unpaid funds.

B. Termination by COUNTY

The **COUNTY** may at any time and for any reason cancel this Contract by giving twenty –four (24) hours written notice to the **PROVIDER** by certified mail following a determination by the Board of County Commissioners, at its sole discretion, that such cancellation is in the best interest of the people of the county. From the date of cancellation, neither party shall have any further obligation unless specified in the termination notice.

C. Termination by PROVIDER

The **PROVIDER** may at any time and for any reason cancel this Contract by giving seventy-two (72) hours prior written notice to the **COUNTY** by certified mail of such and specifying the effective date.

COUNTY'S obligation to make any payments under any provision of this Contract shall cease on the effective date of termination.

ARTICLE IX ASSURANCE, CERTIFICATIONS, AND COMPLIANCE

The **PROVIDER** agrees that compliance with these assurances and certifications constitutes a condition of continued receipt of or benefit from funds provided through this Contract, and that it is binding upon the **PROVIDER**, its successors, transferees, and assignees for the period during which services are provided. The **PROVIDER** further assures that all contractors, subcontractors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines and standards. By acceptance of this funding, the **PROVIDER** assures and certifies the following:

- A. That it will comply with all applicable laws, ordinances and regulations of the United States, the State of Florida, the **COUNTY**, and the municipalities as said laws, ordinances and regulations exist and are amended from time to time. In entering into this contract, the **COUNTY** does not waive the requirements of any **COUNTY** or local ordinance or the requirements of obtaining any permits or licenses that are normally required to conduct business or activity contemplated by the **PROVIDER**.
- B. That it will comply with all federal, state, and local anti-discrimination laws that are applicable to the Provider.
- C. That it will administer its programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those who most need them.
- D. That if clients are to be transported under this contract, the **PROVIDER** will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.
- E. That any products or materials purchased with contract funds shall be procured in accordance with the provisions of Chapter 403.7065, Florida Statutes, which refers to the procurement of products or materials with recycled content.
- F. That it shall report any unusual incidents involving funded activities to the **COUNTY**, in writing, within five (5) calendar days of the occurrence or the **COUNTY** may terminate this Contract. Unusual incidents include, but are not limited to those events which are reported to local police authorities by the **PROVIDER** or any person whose report requires any type of response by local law enforcement authorities; those events which result in physical injury to a person receiving **PROVIDER** services that are underwritten in any way by the **COUNTY**; or, those incidents or events which result in a report to or investigation arising from a call to the Florida Abuse Hotline. In accordance with Chapter 415, Florida Statute, an employee of the **PROVIDER** who knows or has reasonable cause to suspect that a child, aged person, or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the statewide toll-free number (1-800-96-ABUSE).
- J. That it will comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the legislature, state or county agencies .
- K. The **PROVIDER** will notify the **COUNTY** immediately of any funding source changes and/or additions from other sources that are different from that shown in the **PROVIDER'S** application. This notification must include a statement as to how this change in funding affects provision of service as well as the use of and continued need for **COUNTY** funds.
- L. That it will acknowledge support for activities funded wholly or in part by **COUNTY** funds.
- M. The **PROVIDER** will notify the **COUNTY** of any SIGNIFICANT changes to the **PROVIDER** organization to include articles of incorporation and bylaws within ten (10) working days of the effective date.

ARTICLE X NOTICES

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

COUNTY:

ATTN: Contracts Specialist
Lee County Department of Human Services
83 Pondella Road, Suite 1
Fort Myers, Florida 33903

Telephone: (239) 652-7918

Fax: (239) 652-7960

E-Mail: gonzalcs@leegov.com

PROVIDER:

Name: Katherine Miller
Title: President
Agency: Lifeline Family Center

Address: 4518 Orchid Blvd.
Cape Coral, FL 33904

Telephone: (239) 542-4457

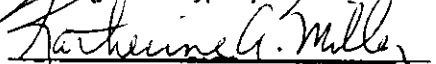
Fax: (239) 542-8531

E-Mail:

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

Katherine Miller

Name (printed/typed)



Signature

President

Title

OR

PHILIP W. RICE

Name (printed/typed)



Signature

Vice President

Title

In the event that either party designates different representatives after execution of this contract, notice of the name and address of the new representative will be rendered in writing by authorized officer of PROVIDER to the COUNTY. The notification shall be attached to originals of this Contract.

ARTICLE XI SPECIAL PROVISIONS

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

ARTICLE XII ALL TERMS AND CONDITIONS INCLUDED

This contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such terms or provisions shall be stricken.

IN WITNESS THEREOF, PROVIDER and COUNTY have caused this 9 page contract and all Contract Exhibits and Attachments as indicated on next page to be executed by their undersigned officials as duly authorized.

PROVIDER: Lifeline Family Center

COUNTY: LEE COUNTY

By: Katherine Miller
Name (print)

By: RAY JUDAH
Name (print)

Katherine Miller
(Signature of authorized officer)

(Signature of authorized officer)

President
Title

Chairman, Board of County Commissioners
Title

12/15/02
Date

Date

STATE OF FLORIDA
COUNTY OF LEE

ATTEST: CLERK OF CIRCUIT COURT

The foregoing instrument was acknowledged before me this 5 day of Dec., 2002, by

By: _____

Katherine Miller who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Title: _____

Date: _____

NOTARY:

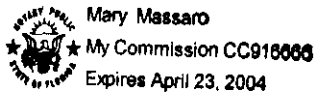
APPROVED AS TO FORM:
COUNTY ATTORNEY'S OFFICE

By: *Mary Massaro*
Notary of Public (Signature)
MARY MASSARO
Name (typed)

By: _____

Title: _____

Date: _____



Lee County
Department of Human Services
FY2002-2003

CONTRACT EXHIBITS & ATTACHMENTS

Check applicable items:

EXHIBITS

(Required Reports):

- | | | |
|-------------------------------------|-----------|--|
| <input checked="" type="checkbox"/> | Exhibit 1 | Payment Request |
| <input type="checkbox"/> | 1-A | Allocation by Service Activity |
| <input checked="" type="checkbox"/> | Exhibit 2 | Program/Demographics/ Report |
| <input type="checkbox"/> | Exhibit 3 | Performance Outcomes Report |
| <input type="checkbox"/> | Exhibit 4 | Unit Cost Analysis Report |
| <input checked="" type="checkbox"/> | Exhibit 5 | Annual Progress Report or <u>Closeout Report</u> |
| <input type="checkbox"/> | Exhibit 6 | Request for Contract Modification |

ATTACHMENTS (Information):

- | | | |
|-------------------------------------|--------------|--------------------------|
| <input checked="" type="checkbox"/> | Attachment A | Certificate of Insurance |
| <input checked="" type="checkbox"/> | Attachment B | Program Guidelines |

**EXHIBIT 1
PAYMENT REQUEST**

Mail to: Lee County Department of Human Services
 ATTN: Contracts Specialist
 83 Pondella Road, Suite #1
 Ft. Myers, FL 33903
 Please call Human Services with any questions.
 Tel. (239) 652-7918 FAX (239) 652-7960
 E-mail: gonzalcs@leegov.com

Contract No. _____
 Modification No. _____
 Date approved: _____
 Expenditures for period:
 ___/___/___ to ___/___/___
 Check appropriate line:
 _____ Regular Reimbursement
 _____ Final Reimbursement

Agency: Lifeline Family Center
 Mailing Address: 4518 Orchid Blvd.
Cape Coral, FL
33904
 Phone 542-4457

Reports are due by the twentieth calendar day after the end of the reporting period.
 Support documentation must be attached.

a. Approved Budget Cost Categories	b. Approved Budget Amount	c. Balance fwd. Previous Reimbursement Request	d. Paid Expenditures for Report Period	e. Remaining Balance Y-T-D	f. Percent Remaining Y-T-D
PRIMARY SERVICE: 70% (clothing, food, housing, education, medical)	\$ 14,211.70			\$ -	0%
SECONDARY SERVICE: Counseling	\$ 6,090.73			\$ -	0%
Total:	\$ 20,302.43		\$ -	\$ 0.00	0%

PROVIDER: I certify that all transactions reported in Exhibit 1 have been made in compliance with all applicable statutes and regulations, and in accordance with the approved County contract.

Signature of Authorized Official: _____

Date approved: _____

FOR LEE COUNTY USE ONLY
AUTHORIZED BY: _____
AMOUNT TO BE PAID: _____
DATE: _____

EXHIBIT 2 DEMOGRAPHICS REPORT

DEMOGRAPHICS OF CLIENTS SERVED IN PROGRAM

UNDUPLICATED CLIENT CHARACTERISTICS	# of Clients served in Program
AGE GROUP	
5 and under	
6 - 12 years	
13 - 17 years	
18 - 30 years	
31-50 years	
51-61 years	
62 and over	
Not collected	
Total	0
GENDER	
Male	
Female	
Not collected	
Total	0
RACE	
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Pacific Islander	
White	
Not collected	
Total	0
ETHNICITY	
Hispanic or Latino	
Not Hispanic or Latino	
Not collected	
Total	0
LEGAL RESIDENCE AT REFERRAL	
Alva (33920)	
Bonita Springs (34133, 34134, 34135, 34136)	
Cape Coral (33904,33909, 33910, 33914, 33915, 33990, 33991, 33993)	
East Fort Myers (33905, 33994)	
Ft. Myers Beach/Estero (33928, 33931, 33932)	
Fort Myers (33901, 33902, 33916, 33965)	
Lehigh Acres (33936, 33970, 33971, 33972)	
North Fort Myers (33903, 33917, 33918)	
Pine Island/Boca Grande (33921, 33922, 33945, 33956)	
Sanibel/Captiva (33924, 33957)	
South Ft. Myers (33906, 33907, 33908, 33911, 33912, 33913, 33919)	
Out of county	
Not collected	
Total	0
INCOME LEVEL	Median Income as of 01-01-02: \$52,100 (see table)
Very, Very low (30% of Median)	
Very Low (60% of Median)	
Low/Mod (80% of Median)	
Not collected	
Total	0

ANNUAL CHOOSE LIFE SPECIALTY LICENSE PLATE REPORT
TO DHSMV BY COUNTY

0
30
76

For Period _____ To _____

PRIMARY:	Total	Women	Infants
Clothing	\$ _____	_____	_____
Housing	\$ _____	_____	_____
Food	\$ _____	_____	_____
Subtotal	\$ _____		

SECONDARY:	Total	Women	Infants
Counseling	\$ _____	_____	_____
Training	\$ _____	_____	_____
Advertising	\$ _____	_____	_____
Adoption	\$ _____	_____	_____
Subtotal	\$ _____		

ATTACHMENT A

INSERT INSURANCE CERTIFICATE

GENERAL LIABILITY
&
FIDELITY BONDING

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 01/07/2002

PRODUCER (703)425-0929 FAX (703)425-0928
Renzi & Co.
 PO Box 11800
 Burke, VA 22009
 Erika Hill

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED **Lifeline Family Center**
 4518 Orchid Blvd
 Cape Coral, FL 33904

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Safeco Insurance	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR	INSR ID	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CP 7767844A-NOL002	01/01/2002	01/01/2003	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 200,000 MED EXP (Any one person) \$ 30,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS	CP 7767844A-NOL002	01/01/2002	01/01/2003	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY* (Per person) \$ BODILY INJURY* (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				VIC STATE-TORY LIMITS OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYER \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER PROFESSIONAL LIABILITY	CP 7767844A-NOL002	01/01/2002	01/01/2003	PER OCCUR: \$1,000,000 GEN AGGR: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 PROPERTY/CONTENTS; LIMIT: \$25,000 DED: \$250

CERTIFICATE HOLDER LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER

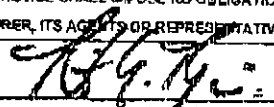
LEE COUNTY OF COUNTY COMMISSIONERS
 DEPT. OF HUMAN SERVICES
 83 PONDELLA RD.
 SUITE 1
 NORTH FORT MEYERS, FL 33903

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Richard Renzi



ACORD EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YY)

01/25/2002

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER
 Renzi & Co.
 PO Box 11800
 Burke, VA 22009

PHONE (A/C, No, Ext): (703) 425-0929

COMPANY
 Travelers Casualty & Surety Co
 14048 Park East Circle
 Chantilly, VA 20151-2225

CODE: _____ SUB CODE: _____
 AGENCY CUSTOMER ID #: 00000281

INSURED
 Lifeline Family Center
 4518 Orchid Blvd
 Cape Coral, FL 33904

LOAD NUMBER _____ POLICY NUMBER 103722244

EFFECTIVE DATE 11/15/2001 EXPIRATION DATE 11/15/2003
 CONTINUED UNTIL TERMINATED IF CHECKED

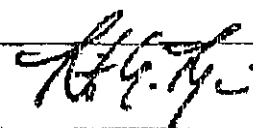
THIS REPLACES PRIOR EVIDENCE DATED:

LOCATION/DESCRIPTION
 1 4518 Orchard Blvd, Cape Coral FL 33904

LOCATION/DESCRIPTION	COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
1	Employee Dishonesty - Form A	10,000	250

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

NAME AND ADDRESS
 Lee County of County Commissioners
 Dept. of Human Services
 83 Pondella Road
 Suite 1
 North Fort Meyers, FL 33903

MORTGAGE ADDITIONAL INSURED
 LOSS PAYEE _____
 LOAN # _____
 AUTHORIZED REPRESENTATIVE
 Renzi, Richard 

ATTACHMENT B
PROGRAM GUIDELINES

320.08058 Specialty license plates

(30) CHOOSE LIFE LICENSE PLATES.--

(a) The department shall develop a Choose Life license plate as provided in this section. The word "Florida" must appear at the bottom of the plate, and the words "Choose Life" must appear at the top of the plate.

(b) The annual use fees shall be distributed annually to each county in the ratio that the annual use fees collected by each county bears to the total fees collected for the plates within the state. Each county shall distribute the funds to nongovernmental, not-for-profit agencies within the county, which agencies' services are limited to counseling and meeting the physical needs of pregnant women who are committed to placing their children for adoption. Funds may not be distributed to any agency that is involved or associated with abortion activities, including counseling for or referrals to abortion clinics, providing medical abortion-related procedures, or proabortion advertising, and funds may not be distributed to any agency that charges women for services received.

1. Agencies that receive the funds must use at least 70 percent of the funds to provide for the material needs of pregnant women who are committed to placing their children for adoption, including clothing, housing, medical care, food, utilities, and transportation. Such funds may also be expended on infants awaiting placement with adoptive parents.

2. The remaining funds may be used for adoption, counseling, training, or advertising, but may not be used for administrative expenses, legal expenses, or capital expenditures.

3. Each agency that receives such funds must submit an annual audit, prepared by a certified public accountant, to the county. The county may conduct a consolidated audit in lieu of the annual audit. Any unused funds that exceed 10 percent of the funds received by an agency during its fiscal year must be returned to the county, which shall distribute them to other qualified agencies.

