

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

February 18, 2004

Blue Sheet No. 20040197

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize the department to contract with Catholic Charities, Diocese of Venice as lead agency of Choose Life funds in Lee County for ongoing services beginning February 1, 2004 in accordance with Florida Statute 320.08058 Choose Life License Plates. Authorize the Chairman to sign current contract and renewal contracts if both parties agree.

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:

05
COMMISSION DISTRICT # CW **C5C**

3. MEETING DATE:

03-09-2004

4. AGENDA:

CONSENT

ADMINISTRATIVE APPEALS

PUBLIC WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

STATUTE 320.08058

ORDINANCE

ADMIN. CODE

OTHER

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER N/A

B. DEPARTMENT Human Services

C. DIVISION N/A

BY: Ann Arnall, Deputy Director

Ann Arnall 2/18/04

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 of the county or lead agency. Catholic Charities, Diocese of Venice has accepted the role of lead agency and will work with local service providers to help locate and assist appropriate clients. This contractual relationship may be continued into future years if both parties agree and performance by the lead agency is satisfactory to the County.

Funds are available in account string: 00100.229040
Attachments: Florida Statute 320.08058
Three (3) original contracts

8. MANAGEMENT RECOMMENDATIONS:

Approve the item

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>[Signature]</i>	<i>[Signature]</i>	N/A	N/A	<i>[Signature]</i>	OA	OM	Risk	GC	<i>[Signature]</i>
					<i>PK 2/15</i>	<i>2/15/04</i>	<i>2/15/04</i>	<i>2/15/04</i>	<i>HS 2/22/04</i>

10. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED

OTHER

Rec. by CoAtty
Date: **2/24/04**
Time: **11:53 am**

Forwarded To:
[Signature]
Ph: **8:25 am**

RECEIVED BY
COUNTY ADMIN: *[Signature]*
7/25/04
9:20 am
COUNTY ADMIN
FORWARDED TO: *[Signature]*
2/26/04
noon

Title XXIII
MOTOR VEHICLES

Chapter 320
Motor Vehicle Licenses

[View Entire Chapter](#)

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.



SECRETARIA D' STATO
DEPARTMENT OF FOREIGN AFFAIRS
CROCE DI FERRO 1848
SUBORDINATING
OFFICE OF THE
CATHOLIC CHARITIES - DICEST - OF VENEZIA - JUNG

1994-2001 - Stampato in Italia

STANDARD CONTRACT/Line Item

CFSA # 60.014
CFDA # _____
Contract No. 2718
Funding Source: State of Florida
Department of Motor Vehicles
Choose Life License Plates

**CONTRACT BETWEEN
THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS
And
Catholic Charities, Diocese of Venice, Inc.**

THIS CONTRACT is entered into this _____ day of _____, _____, between Lee County, hereinafter referred to as "**COUNTY**" and Catholic Charities, Diocese of Venice, Inc., 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

Agency will provide for the material needs of pregnant women who are committed to placing their children for adoption. In addition, funds may be used for counseling, adoption, training and advertising. The program must be implemented to serve residents of Lee County in accordance with Florida Statute 320.08058 and 320.08062 and contract exhibits and attachments.

ARTICLE II TERM OF CONTRACT

This Contract shall begin February 1, 2004 and end September 30, 2004 unless terminated as specified in Article VIII, Suspension/Termination.

ARTICLE III COMPENSATION AND REPORTS

A. Contract Payment

The **COUNTY** will make payments to the **PROVIDER** and the **PROVIDER** agrees to accept as full compensation the total amount not to exceed \$ 46,664.04 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. Funding is contingent upon the availability of funds. All requests for payment must be based upon actual expenses during the contract period and in accordance with the approved Challenge Grant application. Payments will be made on a timely basis upon receipt and approval by the **COUNTY** of a completed Exhibit 1- Payment Request. A final closeout invoice may be submitted no later than 30 days after the end of the contract term or project completion date. The **COUNTY** reserves the right to approve or disapprove payment requests.

Copies of supporting documentation for the reporting period must be attached to the Payment Request

unless otherwise specified by the **COUNTY**. Documentation will be maintained in the **PROVIDER'S** files and subject to review by Lee County personnel upon request. The **COUNTY** reserves the right to require additional supporting documentation, to include service records, number of units provided, cost to provide service, and other funding sources. Payments will only be authorized for services provided prior to the payment request date

B. Deferred Payment/Return of Funds

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

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 Unit costs contract- Due: monthly by the 20th of the following month**

Must be based upon approved unit cost and actual uncompensated units provided during the reporting period. Payment will be made upon receipt and approval by the **COUNTY** of a completed Payment Request. Copies of supporting documentation for units provided during the reporting period must be attached to the Payment Request

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

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

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

- EXHIBIT 3 – Performance Outcomes Report – Due: April 20, 2004 & October 20, 2004**

- EXHIBIT 4 - Unit Rate Analysis Report – Due: 30 days following the end of the contract period.**

- EXHIBIT 5- Annual Progress Report or Closeout Report- Due _____**

- EXHIBIT 6 - Certificate of Insurance- insert in contract**

- EXHIBIT 7 – Statement of Work**

2. Required Documents

- Audited Financial Statement and Management Letter for fiscal year (s) in which contract funds**

are expended. – Due 180 days following the end of **PROVIDER'S** fiscal year (s).

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: Unit rate Analysis 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 and Shelter Plus Care – 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.
5. Challenge Grants – **A final closeout payment request may be submitted no later than 30 days after the end of the contract term or project completion date.**

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(s) 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 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), exhibit(s), and attachment (s)

ARTICLE V AMENDMENTS

PROVIDER must request a contract amendment in writing detailing the nature of and justification for the requested amendment. The **COUNTY** reserves the right to approve or deny all contract amendments. An approved amendment shall be documented on the contract amendment form and signed by both parties.

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 (Exhibit 6) naming Lee County Board of County Commissioners as Certificate Holder and "**Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials**" as 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. It is the responsibility of the provider to insure that all subcontractors comply with the insurance requirements.

Workers' Compensation – The **PROVIDER** agrees to provide and maintain during the term of this Contract, Workers' Compensation – Statutory benefits as defined by FS440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of

the number of employees. Individual employees may be exempted per State Law. Employers' liability will have minimum limits of \$100,000 per accident, \$300,000 disease limit, \$100,000 disease limit per employee.

Business Auto Liability – The **PROVIDER** agrees to provide and maintain during the term of this Contract, the following Automobile Liability that will be required and coverage shall apply to all owned, hired and non-owned vehicle use with minimum limits of: \$100,000 bodily injury per person (BI), \$300,000 bodily injury per occurrence (BI), \$100,000 property damage (PD) or \$500,000 combined single limit (CSL) of BI and PD.

Special Requirements – The **PROVIDER** agrees to provide Lee County with thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Risk Management.

Ten (10) days prior to the commencement of any work under this contract, a certificate of insurance will be provided to Risk Management for review and approval. The certificate shall be submitted to the following:

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

All required Insurance policies must list Lee County Board of County Commissioners as Certificate Holder. It is required by the COUNTY (Risk Management) to list the Board of County Commissioners as "Additional Insured" for General Liability insurance only.

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 they 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 they will comply all federal, state and local anti-discrimination laws that are applicable to the **PROVIDER**.
- C. That they 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 they will comply with Chapter 39.201, Florida Statutes, that any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, as defined in this chapter, shall report such knowledge or suspicion to the Central Abuse Hotline (1-800-342-3720).
- G. That they will comply with Chapter 415.1034, Florida Statutes, that any person who knows or has reasonable cause to suspect that a vulnerable and or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the National Center on Elder Abuse Hotline (1-800-962-2873).
- H. That if personnel in programs under this contract work directly with children or youths and vulnerable or disabled adults, the **PROVIDER** will comply with the provisions of Chapters 435.03 and 435.04, Florida Statutes, which requires employment screening.

- I. That they 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 .
- J. That they 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.
- K. That they will acknowledge support for activities funded wholly or in part by **COUNTY** funds.
- L. That they 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: Carol Sue Gonzalez 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

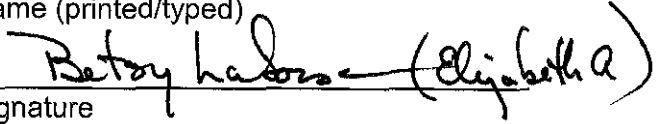
PROVIDER:

Name: Peter Routsis-Arroyo
 Title: President/CEO
 Agency: CATHOLIC CHARITIES, DOV, INC.
 Address: 1000 Pinebrook Road
Venice, FL 34285
 Telephone: (941) 488-5581
 Fax: (941) 484-1121
 E-Mail: prarroyo@dioceseofvenice.org

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

Robert C. Johnson
 Name (printed/typed)

 Signature
Chief Financial Officer
 Title

OR

Betsy LaSorsa
 Name (printed/typed)

 Signature
Accounting Clerk
 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:

By Peter Routsis-Arroyo

Name (print)

Peter Routsis-Arroyo
(Signature of authorized officer)

President/CEO

Title
February 6, 2004

Date

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this 10 day of Feb, 2004, by

Peter Routsis-Arroyo, who is personally known to me or who has produced drivers license as identification and who did did not take an oath.

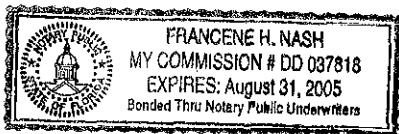
NOTARY:

By: *Francene H. Nash*

Notary of Public (Signature)

Francene H. Nash

Name (typed)



COUNTY: LEE COUNTY

By: John Albion

Name (print)

(Signature of authorized officer)

Chairman, Board of County Commissioners

Title

Date

ATTEST: CLERK OF CIRCUIT COURT

By: _____

Title: _____

Date: _____

**APPROVED AS TO FORM:
COUNTY ATTORNEY'S OFFICE**

By: _____

Title: _____

Date: _____

Lee County
Department of Human Services

CONTRACT EXHIBITS & ATTACHMENTS

Check applicable items:

EXHIBITS	(Required Reports/Documentation):
✓ Exhibit 1	Payment Request
✓ Exhibit 2	Program/Demographics/ Report
Exhibit 3	Performance Outcomes Report
Exhibit 4	Unit Cost Analysis Report
Exhibit 5 <u>Report</u>	Annual Progress Report or <u>Closeout</u>
✓ Exhibit 6	Certificate of Insurance
✓ Exhibit 7	Statement of Work

ATTACHMENTS (Information):

- ✓ Attachment A 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: Catholic Charites, Diocese of Venice
 Mailing Address: _____

 Phone _____ Fax _____

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%-Material needs such as: Clothing, Food, Housing, Medical care, Utilities, Transportation	\$ 32,664.83			\$ -	0%
SECONDARY SERVICE: 30% Adoption, Counseling, Training, Advertising *	\$ 13,999.21			\$ -	0%
Total:	\$ 46,664.04		\$ -	\$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: _____

* At least 70% of final actual expenses must be used for primary services.

EXHIBIT 2
ANNUAL CHOOSE LIFE SPECIALTY LICENSE PLATE REPORT
TO DHSMV BY COUNTY

For Period _____ to _____

Primary:	Total	Women	Infants
Clothing	\$ _____	_____	_____
Housing	\$ _____	_____	_____
Medical Care	\$ _____	_____	_____
Food	\$ _____	_____	_____
Utilities	\$ _____	_____	_____
Transportation	\$ _____	_____	_____
(70%)	Subtotal \$ _____	_____	_____

Secondary:	Total	Women	Infants
Counseling	\$ _____	_____	_____
Training	\$ _____	_____	_____
Advertising	\$ _____	_____	_____
Adoption	\$ _____	_____	_____
(30%)	Subtotal \$ _____	_____	_____

EXHIBIT 2 DEMOGRAPHICS REPORT

DEMOGRAPHICS OF CLIENTS SERVED IN PROGRAM CATHOLIC CHARITIES, DIOCESE OF VENICE, INC.

Reporting
Period :

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/26/2004

PRODUCER
ARTHUR J GALLAGHER & CO
8200 NW 41st Street, Ste. 200
Miami, FL 33166
305 592-6080

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
CATHOLIC CHARITIES
DIOCESE OF VENICE
P. O. BOX 2006
VENICE, FLORIDA 34284

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: UNITED NATIONAL INS. CO.	
INSURER B: TNCRRG	
INSURER C: SAFETY NATIONAL INS. CO.	
INSURER D: TRAVELERS INS. CO.	
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 ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A & B		GENERAL LIABILITY	CP65197-04	04/01/03	04/01/04	EACH OCCURRENCE	\$1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	1053-04	04/01/03	04/01/04	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$INCLUDED
		CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$NIL
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$1,000,000
		<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOG		GENERAL AGGREGATE	\$N/A
A & B		AUTOMOBILE LIABILITY	CP65197-04	04/01/03	04/01/04	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		<input checked="" type="checkbox"/> ANY AUTO	1053-04	04/01/03	04/01/04	BODILY INJURY (Per person)	\$
		<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		GARAGE LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> ANY AUTO				AGGREGATE	\$
		EXCESS/UMBRELLA LIABILITY					\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
A & C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	CP65197-04	04/01/03	04/01/04	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTHA-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SP4329-FL-04	04/01/03	04/01/04	E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$
D		OTHER EXCESS CRIME	104071050	04/01/03	04/01/04	\$1,000,000 LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: LEE COUNTY, A POLITICAL SUBDIVISION AND CHARTER COUNTY IF THE STATE OF FLORIDA, ITS AGENTS, EMPLOYEE, AND PUBLIC OFFICIALS NAMED AS ADDITIONAL INSURED.
CATHOLIC CHARITIES
DIOCESE OF VENICE

CERTIFICATE HOLDER

RISK MANAGEMENT LEE
COUNTY BOARD OF COUNTY
COMMISSIONER
P.O. BOX 398
FT. MYERS, FL 33902

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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Abelilla

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT 7
STATEMENT OF WORK

Name of Program: Choose Life License Plates Distribution Program

Catholic Charities, Diocese of Venice, Inc. will work in collaboration with various community-based organizations in Lee County to provide for the material needs of pregnant women who are committed to placing their children for adoption.

Community-based organizations will be required to submit requests to the Central office of Catholic Charities using the appropriate forms and insuring that the need is clearly identifiable. Upon receipt of this documentation, Catholic Charities, Diocese of Venice, Inc. will make payments directly to the vendor(s) of the pregnant woman. No check will be given directly to the pregnant woman.

Catholic Charities will maintain on file a copy of the documentation submitted by the community-based organization.

At a later point in time, Catholic Charities, Diocese of Venice, Inc. will determine if funds can be used for counseling, adoption, training and advertising.

Everything will be in accordance with Florida Statutes 320.08058 and 320.08062.

Title XXIII
MOTOR VEHICLES

Chapter 320
Motor Vehicle Licenses

[View Entire Chapter](#)

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.

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.