

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

Blue Sheet No. 2005/612

1. ACTION REQUESTED/PURPOSE:

Authorize chairman to sign the contract with Catholic Charities Diocese of Venice, Inc. to act as lead agency for the disbursement of Choose Life License Plate funds in Lee County.

2. WHAT ACTION ACCOMPLISHES:

Provides funds collected from the purchase of Choose Life License Plates in Lee County to a qualifying not-for-profit organization to be utilized according to Florida Statute 320.08058.

3. MANAGEMENT RECOMMENDATION:

Recommend Approval

4. Departmental Category: 05

C5A

5. Meeting Date: 11-29-2005

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose: (specify)

- Statute 320.08058
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner N/A
 Department Human Services
 Division N/A
 By: Ann Arnall, Deputy Director

Ann Arnall
10/14/05

9. Background:

Proceeds from Choose Life License Plates sold in Lee county are returned to the county to be distributed to a not-for-profit agency for use in meeting the basic material needs of pregnant women who are committed to placing their child for adoption and care of newborn infants awaiting adoptive placement. A portion of funds may also be used for other eligible adoption related expenses such as counseling, training and advertising of the program. Funds may not be used for administrative expenses of the county or lead agency. Catholic Charities Diocese of Venice will serve as lead agency and will work with local service providers to help locate and assist appropriate clients. Funds available during FY 2006 include \$54,401.71 carried forward from previous years and \$27,654.72 in funds received during FY 05, for a total of \$82,056.43.

Funds will be available in account: FC5690200100.508210.602

Attachments: Contract (3 originals)
 Florida Statute 320.08058

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>[Signature]</i>	<i>[Signature]</i>	N/A	N/A	<i>[Signature]</i>	Analyst <i>RK/11/5</i>	Risk <i>[Signature]</i>	Grants <i>[Signature]</i>	Mgr. <i>[Signature]</i>	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
 COUNTY ADMIN: *[Signature]*
 11-10-05
 3:52
 COUNTY ADMIN
 FORWARDED TO:
 11-17-05

Rec. by CoAtty
 Date: 11/10/05
 Time: 11:28 AM
 Forwarded to:
Ann Arnall

Select Year:

2005

Go

The 2005 Florida Statutes

[Title XXIII](#)

[Chapter 320](#)

[View Entire Chapter](#)

MOTOR VEHICLES

MOTOR VEHICLE LICENSES

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 attestation to the county. 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.

Select Year: 2005

The 2005 Florida Statutes

[Title XXIII](#)
MOTOR VEHICLES

[Chapter 320](#)
MOTOR VEHICLE LICENSES

[View Entire Chapter](#)

320.08062 Audits and attestations 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) Any organization not subject to audit pursuant to s. [215.97](#) shall annually attest, 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.

(c) Any organization subject to audit pursuant to s. [215.97](#) shall submit an audit report in accordance with rules promulgated by the Auditor General. The annual attestation shall be submitted to the department for review within 9 months after the end of the organization's fiscal year.

(2) Within 90 days after receiving an organization's audit or attestation, 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 department has 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; s. 8, ch. 2001-196; s. 102, ch. 2001-266.

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

BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF HUMAN SERVICES

CONTRACT

with

CATHOLIC CHARITIES DIOCESE OF VENICE, INC.

Choose Life License Plate Funds

October 1, 2005 – September 30, 2006

STANDARD NONPROFIT CONTRACT/Line Item

CFSA # _____
CFDA # _____
Contract No. 3254
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 _____, 2005, between Lee County, here in after referred to as "**COUNTY**" and **Catholic Charities Diocese of Venice, Inc.**, a Nonprofit 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, as well as the care and needs of infants who are awaiting adoptive placement. In addition, funds may be used for adoption, counseling, training and advertising.

The Program must be implemented to serve residents of Lee County in accordance with Florida Statutes 320.08058 and 320.08062 and contract exhibits and attachments.

ARTICLE II TERM OF CONTRACT

This Contract shall begin **October 1, 2005** and end **September 30, 2006** 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 **\$82,056.43** Payments will be authorized only for services provided during the term of the contract and prior to the payment request date. Payment is 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.

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

Must be based upon approved unit rates 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.

- EXHIBIT 1 - Payment Request for Line item contract- Due monthly by the 20th of the following month**

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.

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

- EXHIBIT 2 – Program/Demographics – Due: 30 days following the end of**

the contract period.

- EXHIBIT 3 – Performance Outcomes Report – Due: 30 days following the end of the contract period.**
- EXHIBIT 4 - Unit Rate Analysis Report – Due: 30 days following the end of the contract period.**
- EXHIBIT 5 - Annual Report – Due: 30 days following the end of the contract period.**
- EXHIBIT 6 - Certificate of Insurance – Insert in contract**
- EXHIBIT 7 – Statement of Work – Insert in contract**
- EXHIBIT 8 Equipment/Fixed Assets Inventory Form- Due: 30 days from purchase of equipment or fixed assets, and annually on October 1.**

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. Partnering for Results: Final Payment Request due **4 days** following end of contract.
3. HOME –Closeout package for each property will be due **120 days** after closing.
4. Supportive Housing Program – Final payment request and Annual Progress Report will be due 45 days from last day of the 12 month period service delivery.
5. CDBG – Final payment request and demographics reports due by the 20th of the month following term end.
6. Challenge Grants – A final closeout payment request may be submitted no later than 10 days after the end of the contract term or project completion date.
7. State Mandated: Final Payment Request due **4 days** following end of contract.

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 monitoring 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 is required and must include the following:

- auditor's opinion
- requisite reports on internal control and compliance, if required
- management letter addressing internal controls (Note: If there were no items to be addressed, the letter must still be completed and state that no comments were noted.)
- management's response to such letter
- 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).

The audit 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 States, Local Governments and 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.

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

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 secure and maintain the insurance coverage outlined below during the term of this Contract. 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.

Certificate(s) of Insurance ***naming Lee County Board of County Commissioners as Certificate Holder*** will be attached to this contract as an exhibit. Certificate(s) must be provided for the following:

1. **Workers' Compensation** – Statutory benefits as defined by Florida Statute 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees. Employers' liability will have minimum limits of:
\$100,000 per accident
\$500,000 disease limit
\$100,000 disease limit per employee

2. **Commercial General Liability** – Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:

\$100,000 bodily injury per person (BI)
\$300,000 bodily injury per occurrence (BI)
\$100,000 property damage (PD) or
\$300,000 combined single limit (CSL) of BI and PD

The General Liability Policy Certificate shall name "**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.

3. **Business Auto Liability** – The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles 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
\$300,000 combined single limit (CSL) of BI and PD
4. **Directors & Officers Liability** – Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than \$100,000.
5. **Fidelity Bonding** – Covering all employees who handle the agency's funds. The bond amount must be equivalent to the highest daily cash balance or a minimum amount of \$50,000.

C. Notice of cancellation or modification

Lee County will be given 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 Lee County Risk Manager, P. O. Box 398, Ft. Myers, FL 33902.

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 with 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 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

Lee County, pursuant to the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") is a "covered entity" as the law defines that term. Any "personal health information" ("PHI") as defined by the law that the County receives pursuant to this Agreement is subject to the disclosure and security requirements of HIPAA. Transfer of information to the County sufficiently "de-identified" to no longer be considered PHI is encouraged as being in the best interest of client PHI confidentiality to the extent that client services are unaffected. Particular methods to accomplish the highest levels of client service coupled with PHI confidentiality shall be an on-going task of the effected staffs of the County and **PROVIDER**.

ARTICLE XI NOTICES

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

PROVIDER:

Name: Peter Routsis-Arroyo
Title: President/C.E.O.
Agency: Catholic Charities
Diocese of Venice, Inc.
Address: 1000 Pinebrook Road
Venice, FL 34285
Telephone: (941) 488-5581
Fax: (941) 486-4756
E-mail: lasorsa@dioceseofvenice.org

COUNTY:

Name: Attn: Kim Stryker
Title: Contracts Specialist
Lee County Department of Human Services
Address: 2440 Thompson Street
Fort Myers, Florida 33901
Telephone: (239) 533-7924
Fax: (239) 533-7960
E-mail : kstryker@leegov.com

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

Robert C. Johnson

Name (printed/typed) _____
Robert C. Johnson
Signature _____
C.F.O.
Title _____

OR

Elizabeth LaSorsa

Name (printed/typed) _____
Elizabeth A. LaSorsa
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 XII SPECIAL PROVISIONS

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

ARTICLE XIII 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 11-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/C.E.O.
Title

10/19/05
Date

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this 17th day of October, 2005,

by PETER ROUTSIS-ARROYO who is personally known

to me or who has produced _____
as identification and who did (did not)
take an oath.

NOTARY:

By: Silvia Suarez
Notary of Public (Signature)
SILVIA SUAREZ
Name (typed)

COUNTY: LEE COUNTY

By: Douglas R. St. Cerny
Name (print)

(Signature of authorized officer)

Chairman, Board of County Commissioners
Title

Date

ATTEST: CLERK OF CIRCUIT COURT

By: _____

Title: _____

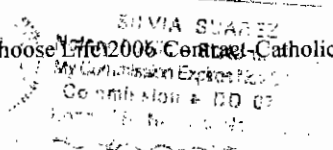
Date: _____

**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	Annual Report
✓ Exhibit 6	Certificates of Insurance
✓ Exhibit 7	Statement of Work
Exhibit 8	Equipment/Fixed Assets Inventory

EXHIBIT 1 PAYMENT REQUEST

Mail to: Lee County Department of Human Services
 ATTN: Contracts Specialist
 2440 Thompson Street
 Fort Myers, FL 33901
 Please call Human Services with any questions.
 Tel: (239) 533-7924 FAX (239) 533-7960
 E-mail: kstryker@leegov.com

Contract No. _____ Agency: CATHOLIC CHARITIES, DIOCESE OF VENICE
 Modification No. _____ Mailing Address: 1000 Pinebrook Road
 Date approved: _____ Venice, FL 34285
 Expenditures for period: _____ / ____ / ____ Phone: (941) 484-9543
 Check appropriate line: _____ Fax: (941) 484-1121
 _____ Regular Reimbursement E-mail: Arroyo@dioceseofvenice.org
 _____ Final Reimbursement

Payment Requests are due by the 20th calendar day after the end of the reporting period.
 Support documentation must be attached.
 Final payment request is due October 4, 2006.

a. Approved Budget Cost Categories	b. Approved Budget Amount	c. Balance fwd. Previous Reimbursement Request	d. Paid Expenditures for Report Period	e. Paid Expenditures Y-T-D	f. Remaining Balance Y-T-D
PRIMARY SERVICE: 70%- Material needs such as: Clothing, Food, Housing, Medical care, Utilities, Transportation	\$ 57,439.50			\$ -	\$ -
SECONDARY SERVICE: 30% Adoption, Counseling, Training, Advertising *	\$ 24,616.93			\$ -	\$ -
Total:	\$ 82,056.43		\$ -	\$ -	\$ 0.00

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: _____ DATE: _____

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

EXHIBIT 2
DEMOGRAPHICS OF CLIENTS SERVED IN PROGRAM
CHOOSE LIFE (CATHOLIC CHARITIES, DIOCESE OF VENICE, INC.)

Reporting Period: October 1, 2005 - September 30, 2006

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		
	Very low (30% of Median)	
	Low (60% of Median)	
	Low/Mod (80% of Median)	
	Not collected	
	Total	0

EXHIBIT 5
ANNUAL CHOOSE LIFE SPECIALTY LICENSE PLATE REPORT
TO DHSMV BY COUNTY

For Period: **October 1, 2005 to September 30, 2006**

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

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

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: _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/07/05

PRODUCER
Arthur J. Gallagher & Co. - Miami
8200 N.W. 41st Street
Suite 200
Miami, FL 33166
Antonio B. Abella - A000306

1-305-592-6080

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
Diocese of Venice
CATHOLIC CHARITIES OF THE DIOCESE OF VENICE, INC
1000 PINEBROOK ROAD
VENICE, FL 34292

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Princeton Excess & Surplus Lines Ins	10786
INSURER B: NATIONAL CATHOLIC RRG	10083
INSURER C: Continental Cas Co	20443
INSURER D:	
INSURER E:	

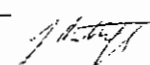
COVERAGES

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 ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	G2-A3-EX-000001500	04/01/05	04/01/06	EACH OCCURRENCE \$1,000,000
B		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	RRG1053-06	04/01/05	04/01/06	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ Nil PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ N/A PRODUCTS - COMP/OP AGG \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A		AUTOMOBILE LIABILITY	G2-A3-EX-000001500	04/01/05	04/01/06	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
B		<input checked="" 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	RRG1053-06	04/01/05	04/01/06	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 <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	G2-A3-EX-000001500	04/01/05	04/01/06	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
C		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? INCL EXCL If yes, describe under SPECIAL PROVISIONS below	W128589205	04/01/05	04/01/06	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Wherever Insurer A is shown: \$250,000 Self Insured Retention is included within the limits
LEE COUNTY, A POLITICAL SUBDIVISION AND CHARTER COUNTY COUNTY OF THE STATE OF FLORIDA, ITS AGENTS, EMPLOYEES, AND PUBLIC OFFICIALS ARE NAMED AS ADDITIONAL INSURED AS RESPECTS TO GENERAL LIABILITY.

CERTIFICATE HOLDER
LEE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: RISK MANAGER
P.O. BOX 398
FT. MYERS, FL 33902
USA

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WF NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AG REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE 

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.

ACORD CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YY)
04/27/05

PRODUCER 1-305-592-6080

Arthur J. Gallagher & Co. - Miami

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.

8200 N.W. 41st Street
Suite 200
Miami, FL 33166
Antonio B. Abella - A000306

COMPANIES AFFORDING COVERAGE

- COMPANY A Travelers Cas & Surety Co
- COMPANY B
- COMPANY C
- COMPANY D

INSURED
Diocese of Venice
CATHOLIC CHARITIES OF THE DIOCESE OF VENICE, INC
1000 PINEBROOK ROAD
VENICE, FL 34292

COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
	PROPERTY				BUILDING	\$
	CAUSES OF LOSS				PERSONAL PROPERTY	\$
	BASIC				BUSINESS INCOME	\$
	BROAD				EXTRA EXPENSE	\$
	SPECIAL				BLANKET BUILDING	\$
	EARTHQUAKE				BLANKET PERS PROP	\$
	FLOOD				BLANKET BLDG & PP	\$
						\$
	INLAND MARINE					\$
	TYPE OF POLICY					\$
	CAUSES OF LOSS					\$
	NAMED PERILS					\$
	OTHER					\$
A	<input checked="" type="checkbox"/> CRIME	104071050	04/01/05	04/01/06	<input checked="" type="checkbox"/> Employee Dish	\$ 2,000,000
	TYPE OF POLICY					\$
	Fidelity					\$
	BOILER & MACHINERY					\$
	OTHER					\$

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY

SPECIAL CONDITIONS/OTHER COVERAGES

LEE COUNTY, A POLITICAL SUBDIVISION AND CHARTER COUNTY OF THE STATE OF FLORIDA, ITS AGENTS, EMPLOYEE, AND PUBLIC OFFICIALS NAMED AS ADDITIONAL INSURED AS RESPECTS TO GENERAL LIABILITY

CERTIFICATE HOLDER

LEE COUNTY BOARD OF COUNTY COMMISSIONER
RISK MANAGEMENT

P.O. BOX 396

FT. MYERS, FL 33902

ACORD 24 (1/95) barbroe

2661960

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY 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 COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

USA

© ACORD CORPORATION 1995

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
05/10/05

NAME OF INSURED: Diocese of Venice
CATHOLIC CHARITIES OF THE DIOCESE OF VENICE, INC

**EXHIBIT 7
STATEMENT OF WORK**

Name of Agency: Catholic Charities, DOV, Inc

Program: Choose Life

10/13/05

Hours of Operation: Monday-Friday 9:00 AM to 5:00 PM

This program provides assessment and assistance to clients who meet the criteria and payments to vendors of these clients

Ratio of Staff to Clients: 1 to 20

Fee Charged: None

Number of Clients to be served: 20 to 25 (estimate)

