event be deemed to impose any obligation upon the Board in addition to the total agreed upon reimbursement amount for the services of the PROVIDER.

13. NON-DISCRIMINATION. The PROVIDER shall not discriminate against any person on the basis race, creed, color, national origin, sex or sexual orientation, age, physical handicap, or any other characteristic or aspect which is not job-related in its recruiting, hiring, promoting, terminating or any other area affecting employment under this agreement. At all times, the PROVIDER shall comply with all applicable laws and regulations with regard to employing the most qualified person(s) for positions under this agreement. The PROVIDER shall not discriminate against any person on the basis of race, creed, color, national origin, sex or sexual orientation, age, physical handicap, financial status or any characteristic or aspect in its providing of services.

14. AUTHORIZED SIGNATURES. The signatory for the PROVIDER below, certifies and warrants that:

(a) The PROVIDER'S name in this agreement is the full name as designated in its corporate charter, if a corporation, or the full name under which the PROVIDER is authorized to do business in the State of Florida.
(b) He or she is empowered to act and contract for the PROVIDER; and
(c) This agreement has been approved by the Board of Directors of the PROVIDER if the PROVIDER is a corporation.

15. NOTICE. Any notice required or permitted under this agreement shall be in writing and hand-delivered or mailed, postage pre-paid, by certified mail, return receipt requested, to the other party as follows:

For Board:
David P. Owens, Grants Administrator
Gato Building
1100 Simonton Street
Key West, FL 33040

and

Monroe County Attorney
PO Box 1026
Key West, FL 33041

For PROVIDER
Barbara Fike, Executive Director
Caring Friends for Seniors, Inc.
P O Box 1263
Key Largo, FL 33037
305-453-1166
305-453-3773 FAX

16. CONSENT TO JURISDICTION. This agreement shall be construed by and governed under the laws of the State of Florida and venue for any action arising under this agreement shall be in Monroe County, Florida.

17. NON-WAIVER. Any waiver of any breach of covenants herein contained to be kept and performed by the PROVIDER shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Board from declaring a forfeiture for any succeeding breach, either of the same conditions or covenants or otherwise.

18. AVAILABILITY OF FUNDS. If funds cannot be obtained or cannot be continued at a level sufficient to allow for continued reimbursement of expenditures for services specified herein, this agreement may be terminated immediately at the option of the Board by written notice of termination delivered to the PROVIDER. The Board shall not be obligated to pay for any services or goods provided by the PROVIDER after the PROVIDER has received written notice of termination, unless otherwise required by law.

19. PURCHASE OF PROPERTY. All property, whether real or personal, purchased with funds provided under this agreement, shall become the property of Monroe County and shall be accounted for pursuant to statutory requirements.

20. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the PROVIDER and the Board.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first written above.

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

By_____
Deputy Clerk

_____
Witness

_____
Witness

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By_____
Mayor/Chairman

PROVIDER
(Federal ID No._____)

By _____
President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.
BY _____
SUZANNE A. HUTTON
DATE 8/16/02

ATTACHMENT A

EXPENSE REIMBURSEMENT REQUIREMENTS

This document is intended to provide basic guidelines to Human Service Organizations, county travelers, and contractual parties who have reimbursable expenses associated with Monroe County business. These guidelines, as they relate to travel, are from Florida Statute 112.061.

A cover letter summarizing the major line items on the reimbursable expense request needs to also contain a notarized certified statement such as:

"I certify that the attached expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners."

Invoices should be billed to the contracting agency. Third party payments will not be considered for reimbursement. Remember, the expense should be paid prior to requesting a reimbursement.

Only current charges will be considered, no previous balances.

Reimbursement requests will be monitored in accordance with the level of detail in the contract. This document should not be considered all-inclusive. The Clerk's Finance Department reserves the right to review reimbursement requests on an individual basis. Any questions regarding these guidelines should be directed to 305-292-3534.

Data Processing, PC Time, etc.

The vendor invoice is required for reimbursement. Inter-company allocations are not considered reimbursable expenditures unless appropriate payroll journals for the charging department are attached and certified.

Payroll

A certified statement verifying the accuracy and authenticity of the payroll expense is needed. If a Payroll Journal is provided, it should include: dates, employee name, salary or hourly rate, total hours worked, withholding information and payroll taxes, check number and check amount. If a Payroll Journal is not provided, the following information must be provided: check amount, check number, date, payee, support for applicable payroll taxes.

Postage, Overnight Deliveries, Courier, etc.

A log of all postage expenses as they relate to the County contract is required for reimbursement. For overnight or express deliveries, the vendor invoice must be included.

Rents, Leases, etc.

A copy of the rental or lease agreement is required. Deposits and advance payments are not allowable expenses.

Reproductions, Copies, etc.

A log of copy expenses as they relate to the County contract is required for reimbursement. The log must define the date, number of copies made, source document, purpose, and recipient. A reasonable fee for copy expenses will be allowable. For vendor services, the vendor invoice and a sample of the finished product are required.

Supplies, Services, etc.

For supplies or services ordered, a vendor invoice is required.

Telefax, Fax, etc.

A fax log is required. The log must define the sender, the intended recipient, the date, the number called, and the reason for sending the fax.

Telephone Expenses
A user log of pertinent information must be remitted including: the party called, the caller, the telephone number, the date, and the purpose of the call.

Travel Expenses
Travel expenses must be submitted on a State of Florida Voucher for Reimbursement of Travel Expenses. Travel must be submitted in accordance with Florida Statute 112.061. Credit card statements are not acceptable documentation for reimbursement. If attending a conference or meeting a copy of the agenda is needed. Airfare reimbursement requires the original passenger receipt portion of the airline ticket. A travel itinerary is appreciated to facilitate the audit trail. Auto rental reimbursement requires the vendor invoice. Fuel purchases should be documented with paid receipts. Taxis are not reimbursed if taken to arrive at a departure point: for example, taking a taxi from one's residence to the airport for a business trip is not reimbursable. Parking is considered a reimbursable travel expense at the destination. Airport parking during a business trip is not.

A detailed list of charges is required on the lodging invoice. Balance due must be zero. Room must be registered and paid for by traveler. The County will only reimburse the actual room and related bed tax. Room service, movies, and personal telephone calls are not allowable expenses.

Meal reimbursement is: breakfast at $3.00, lunch at $6.00, and dinner at $12.00. Meal guidelines state that travel must begin prior to 6 a.m. for breakfast reimbursement, before noon and end after 2 p.m. for lunch reimbursement, and before 6 p.m. and end after 8 p.m. for dinner reimbursement.

Mileage reimbursement is calculated at .29 cents per mile for personal auto mileage while on County business. An odometer reading must be included on the state travel voucher for vicinity travel. Mileage is not allowed from a residence or office to a point of departure. For example, driving form one's home to the airport for a business trip is not a reimbursable expense.

Non-allowable Expenses
The following expenses are not allowable for reimbursement: capital outlay expenditures (unless specifically included in the contract), contributions, depreciation expenses (unless specifically included in the contract), entertainment expenses, fundraising, non-sufficient check charges, penalties and fines.

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

_____ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

_____
(signature)

Date:_____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this _____ day of _____, 20____.

_____
NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: Care Center for Mental Health Effective Date: 10/01/02

Expiration Date: 9/30/03

Contract Purpose/Description: Annual appropriation that provides funding for mental health and guidance services for Monroe County citizens.

Contract Manager: David P. Owens (Name) 4482 (Ext.) OMB/Grants (Department)

for BOCC meeting on 10/16/02 Agenda Deadline: 10/02/02

CONTRACT COSTS

Total Dollar Value of Contract: $195,189.00 Current Year Portion: $195,189.00

Budgeted? Yes ☒ No ☐ Account Codes: 001-01503-530340-_____-

Grant: $0.00 _____-_____-_____-_____-_____-

County Match: $ _____-_____-_____-_____-_____-

_____-_____-_____-_____-_____-

ADDITIONAL COSTS

Estimated Ongoing Costs: $_____/yr For:

(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	10-2-02	Yes ☐ No ☑	[illegible]	10-2-02
Risk Management	8-21-02	Yes ☐ No ☑	M. Slawb	8-21-02
O.M.B./Purchasing	8/20/02	Yes ☐ No ☑	Shirley O. Parker	8/20/02
County Attorney	8/15/02	Yes ☐ No ☑	S. Hutt	8/16/02

Comments:

OMB Form Revised 9/11/95 MCP #2

ATTACHMENT A

EXPENSE REIMBURSEMENT REQUIREMENTS

This document is intended to provide basic guidelines to Human Service Organizations, county travelers, and contractual parties who have reimbursable expenses associated with Monroe County business. These guidelines, as they relate to travel, are from Florida Statute 112.061.

A cover letter summarizing the major line items on the reimbursable expense request needs to also contain a notarized certified statement such as:

"I certify that the attached expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners."

Invoices should be billed to the contracting agency. Third party payments will not be considered for reimbursement. Remember, the expense should be paid prior to requesting a reimbursement.

Only current charges will be considered, no previous balances.

Reimbursement requests will be monitored in accordance with the level of detail in the contract. This document should not be considered all-inclusive. The Clerk's Finance Department reserves the right to review reimbursement requests on an individual basis. Any questions regarding these guidelines should be directed to 305-292-3534.

Data Processing, PC Time, etc.

The vendor invoice is required for reimbursement. Inter-company allocations are not considered reimbursable expenditures unless appropriate payroll journals for the charging department are attached and certified.

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A log of all postage expenses as they relate to the County contract is required for reimbursement. For overnight or express deliveries, the vendor invoice must be included.

Rents, Leases, etc.

A copy of the rental or lease agreement is required. Deposits and advance payments are not allowable expenses.

Reproductions, Copies, etc.

A log of copy expenses as they relate to the County contract is required for reimbursement. The log must define the date, number of copies made, source document, purpose, and recipient. A reasonable fee for copy expenses will be allowable. For vendor services, the vendor invoice and a sample of the finished product are required.

Supplies, Services, etc.

For supplies or services ordered, a vendor invoice is required.

Telefax, Fax, etc.

A fax log is required. The log must define the sender, the intended recipient, the date, the number called, and the reason for sending the fax.

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Travel Expenses
Travel expenses must be submitted on a State of Florida Voucher for Reimbursement of Travel Expenses. Travel must be submitted in accordance with Florida Statute 112.061. Credit card statements are not acceptable documentation for reimbursement. If attending a conference or meeting a copy of the agenda is needed. Airfare reimbursement requires the original passenger receipt portion of the airline ticket. A travel itinerary is appreciated to facilitate the audit trail. Auto rental reimbursement requires the vendor invoice. Fuel purchases should be documented with paid receipts. Taxis are not reimbursed if taken to arrive at a departure point: for example, taking a taxi from one's residence to the airport for a business trip is not reimbursable. Parking is considered a reimbursable travel expense at the destination. Airport parking during a business trip is not.

A detailed list of charges is required on the lodging invoice. Balance due must be zero. Room must be registered and paid for by traveler. The County will only reimburse the actual room and related bed tax. Room service, movies, and personal telephone calls are not allowable expenses.

Meal reimbursement is: breakfast at $3.00, lunch at $6.00, and dinner at $12.00. Meal guidelines state that travel must begin prior to 6 a.m. for breakfast reimbursement, before noon and end after 2 p.m. for lunch reimbursement, and before 6 p.m. and end after 8 p.m. for dinner reimbursement.

Mileage reimbursement is calculated at .29 cents per mile for personal auto mileage while on County business. An odometer reading must be included on the state travel voucher for vicinity travel. Mileage is not allowed from a residence or office to a point of departure. For example, driving form one's home to the airport for a business trip is not a reimbursable expense.

Non-allowable Expenses
The following expenses are not allowable for reimbursement: capital outlay expenditures (unless specifically included in the contract), contributions, depreciation expenses (unless specifically included in the contract), entertainment expenses, fundraising, non-sufficient check charges, penalties and fines.

ATTACHMENT B

ORGANIZATION
LETTERHEAD

Monroe County Board of County Commissioners
Finance Department
500 Whitehead Street
Key West, FL 33040

Date

The following is a summary of the expenses for (Organization name) for the time period of_____ to_____.

Check #		Payee	Reason	Amount
101		Company A	Rent	$ X,XXX.XX
102		Company B	Utilities	XXX.XX
104		Employee A	P/R ending 05/14/01	XXX.XX
105		Employee B	P/R ending 05/28/01	XXX.XX
	(A)	Total		$ X,XXX.XX
	(B)	Total prior payments		$ X,XXX.XX
	(C)	Total requested and paid (A + B)		$ X,XXX.XX
	(D)	Total contract amount		$ X,XXX.XX
		Balance of contract (D-C)		$ X,XXX.XX

I certify that the above checks have been submitted to the vendors as noted and that the expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organizations_ contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source.

_____
Executive Director

Attachments (supporting documentation)

Sworn to and subscribed before me this ____ day of _____ 2002
by_____ who is personally known to me.

_____
Notary Public

Notary Stamp

ATTACHMENT C

Youth Programs in the Lower Keys and Upper Keys areas, including prevention activities, education enhancement (after school homework assistance and tutoring), and high-yield learning activities (board games and peer mentoring).

AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2002, between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, hereinafter referred to as "Board" or "County," and CARE CENTER FOR MENTAL HEALTH OF THE LOWER KEYS, INC., hereinafter referred to as "Provider."

WHEREAS, the Board and the Provider desire to enter into an agreement wherein the Board contracts for services from the Provider for the rendering of mental health services to the citizens of the Lower Keys, Monroe County, Florida, and

WHEREAS, the Board is vested and charged with certain duties and responsibilities relating to the mental health and guidance of the citizens of Monroe County, and

WHEREAS, such services have been rendered by the Provider in the past and have been invaluable to the citizens of the Lower Keys, and

WHEREAS, it is proper and fitting to enter into an agreement for services to be rendered in the forthcoming fiscal year 2002-2003, now, therefore,

IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

1. AMOUNT OF AGREEMENT. The Board, in consideration of the Provider substantially and satisfactorily performing and carrying out the duties and obligations of the Board as to rendering counsel to the citizens of the Lower Keys, Monroe County, Florida, in matters of mental health and guidance, drug rehabilitation and providing transportation to treatment facilities as required by 394.461, F.S. for Monroe County patients, agrees to pay to the Provider the sum of ONE-HUNDRED NINETY-FIVE-THOUSAND, ONE-HUNDRED-EIGHTY-NINE AND NO/100 DOLLARS ($195,189.00) for rendering counseling services.

2. TERM. This Agreement shall commence on October 1, 2002, and terminate September 30, 2003, unless earlier terminated pursuant to other provisions herein.

3. PAYMENT. Payment will be paid monthly as hereinafter set forth. Certified monthly financial and service load reports will be made available to the Board to validate the delivery of services under this contract. The monthly financial report is due in the office of the Clerk of the Board no later than the 15th day of the following month. After the Clerk of the Board pre-audits the certified report, the Board shall reimburse the Provider for its monthly expenses. However, the total of said monthly payments in the aggregate sum shall not exceed the total amount shown in Article 1, above, for counseling. To preserve client confidentiality required by law, copies of individual client bills and records shall not be available to the Board for reimbursement purposes but shall be made available only under controlled conditions to qualified auditors for audit purposes. The organization's final invoice must be received within sixty days after the termination date of this contract shown in Article 2 above.

4. SCOPE OF SERVICES. The Provider, for the consideration named, covenants and agrees with the Board to substantially and satisfactorily perform and carry out the duties of the Board in rendering counsel in the matter of mental health and guidance to the citizens of the Lower Keys, Monroe County, Florida, and transporting patients in Monroe County to treatment facilities in accordance with Florida Statute 394.459. The Provider shall provide these services in compliance with Florida Statutes Chapter 394. Said services shall include, but are not limited to, those services described in Provider's Details of Specific Program for Which Funding is Requested, attached hereto as Exhibit C and incorporated herein.

A fax log is required. The log must define the sender, the intended recipient, the date, the number called, and the reason for sending the fax.

Telephone Expenses
A user log of pertinent information must be remitted including: the party called, the caller, the telephone number, the date, and the purpose of the call.

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LETTERHEAD

Monroe County Board of County Commissioners
Finance Department
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Date

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	(A)	Total		$ X,XXX.XX
	(B)	Total prior payments		$ X,XXX.XX
	(C)	Total requested and paid (A + B)		$ X,XXX.XX
	(D)	Total contract amount		$ X,XXX.XX
		Balance of contract (D-C)		$ X,XXX.XX

I certify that the above checks have been submitted to the vendors as noted and that the expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organizations_ contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source.

_____
Executive Director

Attachments (supporting documentation)

Sworn to and subscribed before me this _____ day of _____ 2002
by_____ who is personally known to me.

_____
Notary Public

Notary Stamp

ATTACHMENT C

County funds will be used as match, pursuant to Florida Statute 394, for alcohol, drug abuse, and mental health outpatient services, including assessment, crisis intervention, medical services, case management, and outpatient counseling in the Lower Keys Area. Services are offered at 1205 4th Street in Key West, and counselors are at Key West High School, Horace O'Bryant Middle School, Sugarloaf Middle School, Gerald Adams Elementary School, the Monroe County Detention Center, and the Douglass Community Center.

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

_____ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

_____
(signature)

Date:_____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this _____ day of _____, 20____.

NOTARY PUBLIC _____

My commission expires:

OMB - MCP FORM #4

5. RECORDS. The Provider shall maintain appropriate records to insure a proper accounting of all funds and expenditures, and shall provide a clear financial audit trail to allow for full accountability of funds received from said Board. Access to these records shall be provided during weekdays, 8 a.m. to 5 p.m., upon request of the Board, the State of Florida, or authorized agents and representatives of the Board or State.

The Provider shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General of the State of Florida, the Clerk of Court for Monroe County, an independent auditor, or their agents and representatives. In the event of an audit exception, the current fiscal year contract amount or subsequent fiscal year contract amounts shall be offset by the amount of the audit exception. In the event this agreement is not renewed or continued in subsequent years through new or amended contracts, the Provider shall be billed by the Board for the amount of the audit exception and the Provider shall promptly repay any audit exception.

6. INDEMNIFICATION AND HOLD HARMLESS. The Provider covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Provider occasioned by the negligence, errors, or other wrongful act or omission of the Provider's employees, agents or volunteers. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

7. INDEPENDENT CONTRACTOR. At all and for all purposes hereunder, the Provider is an independent contractor and not an employee of the Board. No statement contained in this agreement shall be construed so as to find the Provider or any of its employees, contractors, servants or agents to be employees of the Board.

8. COMPLIANCE WITH LAW. In providing all services pursuant to this agreement, the Provider shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the Provider.

9. COMPLIANCE WITH COUNTY GUIDELINES. The PROVIDER must furnish to the COUNTY:

(a) evidence of the organization's 501(c)(3) status;
(b) a list of the organization's Board of Directors of which there must be five or more;
(c) evidence of annual election of Officers and Directors;
(d) an annual audited financial report ;
(e) a copy the organization's Corporate Bylaws, which must address the organization's mission, board and membership composition, election of officers, and so on;
(f) a copy of the organization's Corporate Policies and Procedures Manual which must include hiring policies for all staff, drug and alcohol free workplace provisions, equal employment opportunity provisions, and so on;
(g) cooperation with County monitoring visits;
(h) semi-annual performance reports. These reports should include performance measurements which will demonstrate the level of accomplishment of goals for which funding has been provided.
(i) other reasonable reports and information related to compliance with applicable laws, contract provisions and the scope of services that the County may from time to time request.

10. PROFESSIONAL RESPONSIBILITY AND LICENSING. The Provider shall assure that all professionals have current and appropriate professional licenses and professional liability

insurance coverage. Funding by the Board is contingent upon retention of appropriate local, state and/or federal certification and/or licensure of the Provider's program and staff.

11. INSURANCE. As a pre-requisite of the services supplied under this contract, the Provider shall obtain, at its own expense, insurance to cover all of its activities.

12. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the services and/or reimbursement of services shall be amended by an agreement amendment, which must be approved in writing by the Board.

13. NO ASSIGNMENT. The Provider shall not assign this agreement except in writing and with the prior written approval of the Board, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This agreement shall be incorporated by reference into any assignment and any assignee shall comply with all of the provisions herein. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the Board in addition to the total agreed upon reimbursement amount for the services of the Provider.

14. NON-DISCRIMINATION. The Provider shall not discriminate against any person on the basis race, creed, color, national origin, sex or sexual orientation, age, physical handicap, or any other characteristic or aspect which is not job-related in its recruiting, hiring, promoting, terminating or any other area affecting employment under this agreement. At all times, the Provider shall comply with all applicable laws and regulations with regard to employing the most qualified person(s) for positions under this agreement. The Provider shall not discriminate against any person on the basis of race, creed, color, national origin, sex or sexual orientation, age, physical handicap, financial status or any characteristic or aspect in its providing of services.

15. AUTHORIZED SIGNATURES. The signatory for the Provider below, certifies and warrants that:

(a) The Provider's name in this agreement is the full name as designated in its corporate charter, if a corporation, or the full name under which the Provider is authorized to do business in the State of Florida.

(b) He or she is empowered to act and contract for the Provider; and

(c) This agreement has been approved by the Board of Directors of the Provider if the Provider is a corporation.

16. NOTICE. Any notice required or permitted under this agreement shall be in writing and hand-delivered or mailed, postage pre-paid, by certified mail, return receipt requested, to the other party as follows:

For Board:
David P. Owens, Grants Administrator
Gato Building
1100 Simonton Street
Key West, FL 33040

and

Monroe County Attorney
PO Box 1026
Key West, FL 33041

For Provider:
Marshall Wolfe, Executive Director
Care Center for Mental Health of Lower Keys, Inc.
1205 Fourth Street
Key West, FL 33040

17. CONSENT TO JURISDICTION. This agreement shall be construed by and governed under the laws of the State of Florida and venue for any action arising under this agreement shall be in Monroe County, Florida.

18. NON-WAIVER. Any waiver of any breach of covenants herein contained to be kept and performed by the Provider shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Board from declaring a forfeiture for any succeeding breach, either of the same conditions or covenants or otherwise.

19. AVAILABILITY OF FUNDS. If funds cannot be obtained or cannot be continued at a level sufficient to allow for continued reimbursement of expenditures for services specified herein, this agreement may be terminated immediately at the option of the Board by written notice of termination delivered to the Provider. The Board shall not be obligated to pay for any services or goods provided by the Provider after the Provider has received written notice of termination, unless otherwise required by law.

20. PURCHASE OF PROPERTY. All property, whether real or personal, purchased with funds provided under this agreement, shall become the property of Monroe County and shall be accounted for pursuant to statutory requirements.

21. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the Provider and the Board.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first written above.

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

By_____
Deputy Clerk

(Federal ID No._____)

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By_____
Mayor/Chairman

CARE CENTER FOR MENTAL HEALTH
OF THE LOWER KEYS, INC.

By_____
Director

By_____
President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.
BY SUZANNE A. HUTTON
DATE 8/16/02

EXPENSE REIMBURSEMENT REQUIREMENTS

This document is intended to provide basic guidelines to Human Service Organizations, county travelers, and contractual parties who have reimbursable expenses associated with Monroe County business. These guidelines, as they relate to travel, are from Florida Statute 112.061.

A cover letter summarizing the major line items on the reimbursable expense request needs to also contain a notarized certified statement such as:

"I certify that the attached expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners."

Invoices should be billed to the contracting agency. Third party payments will not be considered for reimbursement. Remember, the expense should be paid prior to requesting a reimbursement.

Only current charges will be considered, no previous balances.

Reimbursement requests will be monitored in accordance with the level of detail in the contract. This document should not be considered all-inclusive. The Clerk's Finance Department reserves the right to review reimbursement requests on an individual basis. Any questions regarding these guidelines should be directed to 305-292-3534.

Data Processing, PC Time, etc.

The vendor invoice is required for reimbursement. Inter-company allocations are not considered reimbursable expenditures unless appropriate payroll journals for the charging department are attached and certified.

Payroll

A certified statement verifying the accuracy and authenticity of the payroll expense is needed. If a Payroll Journal is provided, it should include: dates, employee name, salary or hourly rate, total hours worked, withholding information and payroll taxes, check number and check amount. If a Payroll Journal is not provided, the following information must be provided: check amount, check number, date, payee, support for applicable payroll taxes.

Postage, Overnight Deliveries, Courier, etc.

A log of all postage expenses as they relate to the County contract is required for reimbursement. For overnight or express deliveries, the vendor invoice must be included.

Rents, Leases, etc.

A copy of the rental or lease agreement is required. Deposits and advance payments are not allowable expenses.

Reproductions, Copies, etc.

A log of copy expenses as they relate to the County contract is required for reimbursement. The log must define the date, number of copies made, source document, purpose, and recipient. A reasonable fee for copy expenses will be allowable. For vendor services, the vendor invoice and a sample of the finished product are required.

Supplies, Services, etc.

For supplies or services ordered, a vendor invoice is required.

Telefax, Fax, etc.

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: Caring Friends for Seniors Effective Date: 10/01/02

Expiration Date: 9/30/03

Contract Purpose/Description: provides funding to perform companionship and related services to elderly persons living in Monroe County. Student organizations are matched with senior citizens to bridge the gap between generations.

Contract Manager: David P. Owens (Name) 4482 (Ext.) OMB/Grants (Department)

for BOCC meeting on 10/16/02 Agenda Deadline: 10/02/02

CONTRACT COSTS

Total Dollar Value of Contract: $10,000.00 Current Year Portion: $10,000.00

Budgeted? Yes ☒ No ☐ Account Codes: 001-00506-530340-_____-

Grant: $0.00 _____-_____-_____-_____-

County Match: $ _____-_____-_____-_____-

_____-_____-_____-_____-

ADDITIONAL COSTS

Estimated Ongoing Costs: $_____/yr For:

(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	10-2-02	Yes ☐ No ☑	[illegible]	10-2-02
Risk Management	8-21-02	Yes ☐ No ☑	M. Slavik	8-21-02
O.M.B./Purchasing	8/20/02	Yes ☐ No ☑	[illegible]	8/20/02
County Attorney	8/15/02	Yes ☐ No ☑	[illegible]	8/16/02

Comments:

OMB Form Revised 9/11/95 MCP #2

AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2002, between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, hereinafter referred to as "Board" or "County," and Caring Friends for Seniors, Inc., hereinafter referred to as "PROVIDER."

WHEREAS, the PROVIDER is a not-for-profit corporation established for the provision of companion services for senior citizens in Monroe County, and

WHEREAS, it is a legitimate public purpose to provide facilities and services for companion services for senior citizens in Monroe County, now, therefore,

IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

1. AMOUNT OF AGREEMENT. The Board, in consideration of the PROVIDER substantially and satisfactorily performing and carrying out the duties of the Board as to providing facilities and services for the provision of companion services for senior citizens in Monroe County, Florida, shall pay to the PROVIDER the sum of TEN-THOUSAND AND 00/100 DOLLARS ($10,000.00) for fiscal year 2002-2003.

2. TERM. This Agreement shall commence on October 1, 2002, and terminate September 30, 2003, unless earlier terminated pursuant to other provisions herein.

3. PAYMENT. Payment will be paid periodically, but no more frequently than monthly as hereinafter set forth. Reimbursement requests will be submitted to the Board via the Clerk's Finance Office. The COUNTY shall only reimburse, subject to the funded amounts below, those reimbursable expenses which are reviewed and approved as complying with Florida Statutes 112.061 and Attachment A - Expense Reimbursement Requirements. Evidence of payment by the PROVIDER shall be in the form of a letter, summarizing the expenses, with supporting documentation attached. The letter should contain a certification statement. An example of a reimbursement request cover letter is included as Attachment B. The organization's final invoice must be received within sixty days after the termination date of this contract shown in Article 2 above.

After the Clerk of the Board examines and approves the request for reimbursement, the Board shall reimburse the PROVIDER. However, the total of said reimbursement expense payments in the aggregate sum shall not exceed the total amount shown in Article 1, above, during the term of this agreement.

4. SCOPE OF SERVICES. The PROVIDER, for the consideration named, covenants and agrees with the Board to substantially and satisfactorily perform and carry out the duties of the Board in providing companion services for senior citizens living in Monroe County, Florida. PROVIDER shall provide services described in Attachment C, attached hereto and incorporated herein.

5. RECORDS. The PROVIDER shall maintain appropriate records to insure a proper accounting of all funds and expenditures, and shall provide a clear financial audit trail to allow for full accountability of funds received from said Board. Access to these records shall be provided during weekdays, 8 A.M. to 5 P.M., upon request of the Board, the State of Florida, or authorized agents and representatives of the Board or State.

The PROVIDER shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General of the State of Florida, the Clerk of Court for Monroe County, an independent auditor, or their agents and representatives. In the event of an audit exception, the current fiscal year contract amount or subsequent fiscal year contract amounts shall be offset by the amount of the audit exception. In the event this agreement is not renewed or continued in subsequent years through new or amended contracts, the PROVIDER shall be billed by the Board

for the amount of the audit exception and the PROVIDER shall promptly repay any audit exception.

6. INDEMNIFICATION AND HOLD HARMLESS. The PROVIDER covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the PROVIDER occasioned by the negligence, errors, or other wrongful act or omission of the PROVIDER'S employees, agents, or volunteers.

7. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the PROVIDER is an independent contractor and not an employee of the Board. No statement contained in this agreement shall be construed so as to find the PROVIDER or any of its employees, contractors, servants or agents to be employees of the Board.

8. COMPLIANCE WITH LAW. In providing all services pursuant to this agreement, the PROVIDER shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the PROVIDER.

9. COMPLIANCE WITH COUNTY GUIDELINES. The PROVIDER must furnish to the COUNTY:

(a) evidence of the organization's 501(c)(3) status;
(b) a list of the organization's Board of Directors of which there must be five or more;
(c) evidence of annual election of Officers and Directors;
(d) an annual audited financial report;
(e) a copy the organization's Corporate Bylaws, which must address the organization's mission, board and membership composition, election of officers, and so on;
(f) a copy of the organization's Corporate Policies and Procedures Manual which must include hiring policies for all staff, drug and alcohol free workplace provisions, equal employment opportunity provisions, and so on;
(g) cooperation with County monitoring visits;
(h) semi-annual performance reports. These reports should include performance measurements which will demonstrate the level of accomplishment of goals for which funding has been provided.
(i) other reasonable reports and information related to compliance with applicable laws, contract provisions and the scope of services that the County may from time to time request.

10. PROFESSIONAL RESPONSIBILITY AND LICENSING. The PROVIDER shall assure that all professionals have current and appropriate professional licenses and professional liability insurance coverage. Funding by the Board is contingent upon retention of appropriate local, state and/or federal certification and/or licensure of the PROVIDER'S program and staff.

11. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the services and/or reimbursement of services shall be accomplished by an amendment, which must be approved in writing by the COUNTY.

12. NO ASSIGNMENT. The PROVIDER shall not assign this agreement except in writing and with the prior written approval of the Board, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This agreement shall be incorporated by reference into any assignment and any assignee shall comply with all of the provisions herein. Unless expressly provided for therein, such approval shall in no manner or

ATTACHMENT B

ORGANIZATION
LETTERHEAD

Monroe County Board of County Commissioners
Finance Department
500 Whitehead Street
Key West, FL 33040

Date

The following is a summary of the expenses for (Organization name) for the time period of_____ to_____.

Check #		Payee	Reason	Amount
101		Company A	Rent	$ X,XXX.XX
102		Company B	Utilities	XXX.XX
104		Employee A	P/R ending 05/14/01	XXX.XX
105		Employee B	P/R ending 05/28/01	XXX.XX
	(A)	Total		$ X,XXX.XX
	(B)	Total prior payments		$ X,XXX.XX
	(C)	Total requested and paid (A + B)		$ X,XXX.XX
	(D)	Total contract amount		$ X,XXX.XX
		Balance of contract (D-C)		$ X,XXX.XX

I certify that the above checks have been submitted to the vendors as noted and that the expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organizations_ contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source.

_____
Executive Director

Attachments (supporting documentation)

Sworn to and subscribed before me this ____ day of _____ 2002
by_____ who is personally known to me.

_____
Notary Public

Notary Stamp

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

_____ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

_____
(signature)

Date:_____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this _____ day of _____, 20____.

_____
NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4