

Item NO: I.A.4 2/2

Meeting Date
SEPTEMBER 28, 2015



AGENDA	
Section	PUBLIC HEARING
Item No.	I.A.4

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	DISCUSSION AND ADOPTION OF THE COUNTY'S FINAL BUDGET RESOLUTION FOR FY 2015-2016
DEPT/OFFICE:	BUDGET OFFICE

Requested Action:

It is recommended that the Board of County Commissioners discuss and adopt the attached resolution establishing the final budget for FY 2015-2016 and authorize the Chairman to sign the Resolution.

Summary Explanation & Background:

Budget Office personnel will read into record the County's FY 2015-2016 Budget Resolution. This resolution provides the documentation that permits the Budget Office to enter the final budget into the general records of the County.

Financial Impact:

Operating Budget:	\$439,604,571
Capital Improvements Program:	\$152,930,515
Reserves, Transfers and Debt Service:	<u>\$442,657,325</u>
Total:	<u>\$1,035,192,411</u>

Clerk to the Board instruction: Maintain necessary documents for records retention.

Exhibits Attached: Resolution adopting Final Budget for FY 2015-2016

Contract /Agreement (If attached): Reviewed by County Attorney Yes No PR

County Manager
Stockton Whitten

Department Director / Extension
Tom Rosenberg/52854

ATTACHMENT C
CONDITIONS AND METHOD OF COMPENSATION
BREVARD COUNTY LEGAL AID, INC. – LEGAL ASSISTANCE PROGRAM

The Contractor, **Brevard County Legal Aid, Inc.** shall be paid a total sum not to exceed **\$256,500.00** in **General Revenue** program funds for the services specified under this agreement. Compensation shall be allowed on a **cost reimbursement basis**.

In every case payment will be made subject to the receipt of the **Request for Reimbursement form (Attachment D)** specifying and certifying the expenses incurred and expended in conformance with this Agreement for the preceding month and that the Contractor is entitled to receive the amount requisitioned under the terms of this Agreement.

The final Reimbursement Request shall be submitted no later than **October 20, 2016**. Any **General Revenue** program funding covered by this agreement not expended for eligible activities by **September 30, 2016**, shall revert to the County.

The Contractor shall not request reimbursement from the County for services, which have been committed to be paid by another source of revenue.

The Contractor shall notify the County in writing within 15 days of execution of this Agreement of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

CONDITIONS OF REIMBURSEMENT:

Reimbursement is contingent upon:

- a) The receipt and approval of all documentation as required by this agreement.
- b) The satisfactory evaluation of the Contractor by the Housing and Human Services Department.
- c) Compliance with all other terms as stated in this Agreement.

METHOD OF REIMBURSEMENT REQUESTS: The Contractor shall comply with cost principles as established in **2 CFR Part 200 Subpart E**. The following pertains to Requests for Reimbursement:

- a) The County shall reimburse the Contractor for all approved budgeted costs outlined in the **Itemized Budget Form (Attachment B)** as permitted by Federal, State, and County regulations and policies.
- b) The **Request For Reimbursement Form (Attachment D)** should be submitted with proper documentation attached, including, but not limited to, a copy of all invoices, times cards, computer printouts and checks, payroll information, reports or any other applicable information needed as determined by the Housing & Human Services Department staff for activities and materials for which reimbursement is requested.
- c) Requests for Reimbursement shall be submitted **monthly**. Reimbursement requests must be submitted to the Housing and Human Services Department for approval within **twenty (20) calendar days after the end of the month** for which the Contractor is requesting reimbursement. Upon approval, Housing & Human Services Department staff shall authorize Brevard County Finance Department to make the applicable reimbursement.

ATTACHMENT D
HOUSING AND HUMAN SERVICES DEPARTMENT
REQUEST FOR REIMBURSEMENT FORM

REVIEWED BY:

CONTRACT/PROJECT MONITOR: BRIAN BRESLIN

FINANCIAL APPROVAL: _____

BUSINESS AREA: 1404 COST CENTER: 290511 G.L. ACCOUNT: 5340000

VENDOR# 9087 P.O.# _____ DOC.#: _____

AMOUNT: \$ _____

APPROVED FOR PAYMENT BY: _____ DATE _____

AUTHORIZED SIGNATURE

DATE

FUNDING SOURCE:	GENERAL REVENUE
NAME OF ORGANIZATION:	BREVARD COUNTY LEGAL AID, INC.
CONTACT PERSON:	ROBERT L. JOHNSON, JR.
PROGRAM ADDRESS:	1038 HARVIN WAY, SUITE 100, ROCKLEDGE, FL 32955
MAILING ADDRESS: <i>(if different from program address)</i>	
E-MAIL ADDRESS:	brevardlegalaid@yahoo.com
TELEPHONE NUMBER:	(321) 639-2933
REQUEST DATE:	
REQUEST NUMBER:	
FINAL PAYMENT REQUEST:	YES / NO
FUNDS ARE HEREBY REQUESTED FOR THE FOLLOWING:	
▪ Salaries	\$
▪ Fringe Benefits	\$
▪ Telephone	\$
▪ Liability Insurance	\$
▪ TOTAL AMOUNT TO BE PAID	\$
AUTHORIZED SIGNATURE:	

Period Covers October 1, 2015 to September 30, 2016

REQUEST FOR REIMBURSEMENT / PAGE TWO

Personnel

Employee/Position	Period Ending	Check #	Check Date	Amount

Total Amount Expended: \$

Summary:

- ◆ Total Budgeted \$ 211,200.00
- ◆ Total Previous \$ _____
- ◆ Total This Request \$ _____
- ◆ Remaining Funds \$ _____

Fringe Benefits Expenses

Employee/Position	Period Ending	Check #	Check Date	Amount

Total Amount Expended: \$

Summary:

- ◆ Total Budgeted \$ 39,000.00
- ◆ Total Previous \$ _____
- ◆ Total This Request \$ _____
- ◆ Remaining Funds \$ _____

REQUEST FOR REIMBURSEMENT / PAGE THREE

Telephone Expense

Vendor	Invoice Date	Invoice #	Check#	Date	Amount

Total Amount Expended: \$

Summary:

- ◆ Total Budgeted **\$ 4,000.00**
- ◆ Total Previous \$ _____
- ◆ Total This Request \$ _____
- ◆ Remaining Funds \$ _____

Professional Liability Insurance Expense

Vendor	Invoice Date	Invoice #	Check#	Date	Amount

Total Amount Expended: \$

Summary:

- ◆ Total Budgeted **\$ 2,300.00**
- ◆ Total Previous \$ _____
- ◆ Total This Request \$ _____
- ◆ Remaining Funds \$ _____

YEAR TO DATE EXPENSES:

Previous Expenses \$ _____
 Current Expenses \$ _____
 Remaining Funds \$ _____

Beginning Budget **\$256,500.00**
 Total YTD Expenses \$ _____

REQUEST FOR REIMBURSEMENT / PAGE FOUR

#	Date of Request	Amount Requested	Expended YTD	% YTD	Balance
					\$256,500.00
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

ATTACHMENT E
NAME OF ORGANIZATION: BREVARD COUNTY LEGAL AID, INC.
NAME OF PROGRAM: LEGAL ASSISTANCE PROGRAM

**BREVARD COUNTY
HOUSING AND HUMAN SERVICES DEPARTMENT
PERFORMANCE AND MEASURABLE OUTCOME REPORT**
(Reports must be submitted with each Request for Reimbursement)

Date: _____

Authorized Signature: _____

Title: _____

Is the program(s) meeting its expenditure goals? Yes ___ No ___

If no, provide an explanation as to why expenditure goals are not being met and plans for meeting these goals in the future.

Please state the progress achieved towards accomplishments outlined in your scope of services and/or measurable outcomes.

Please state any problem(s) your organization may be experiencing in regards to completing the accomplishments outlined in your scope of services and/or measurable outcomes, and a plan(s) to resolve the problem(s).

Has your organization experienced any (key) programmatic turnover? Yes ___ No ___
If yes, please explain.

Did the agency leverage funding this quarter? Yes ___ No ___
If yes, explain:

- Labor (hourly rate) \$ _____ X _____ Hours \$ _____
 - Equipment & Supplies \$ _____
 - Funding \$ _____
 - Etc. \$ _____
- Total Leveraged \$ _____

How did your agency measure customer satisfaction this month/quarter? _____
Please attach a summary of results/tools.

Is technical assistance needed? Yes ___ No ___
If yes, in what area(s) _____

ATTACHMENT E
 NAME OF ORGANIZATION: BREVARD COUNTY LEGAL AID, INC.
 NAME OF PROGRAM: LEGAL ASSISTANCE PROGRAM

FY 2014/2015 MEASURABLE OUTCOMES	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	YTD
1,050 or 100% of clients will receive advice, counsel, referral and other legal services at no cost.													
1,050 or 100% of clients will have an increased awareness of their legal situation, available resources and legal options through consultation.													
179 or 17% of clients will receive full representation and have increased access to the legal system.													
105 or 10% of clients will improve family stability by establishing legally binding court order for support and visitation..													
115 or 11% of clients (domestic violence victims) will have increased safety through court action or safety planning.													
32 or 3% of clients (children) will receive representation in dependency cases to secure independent living benefits or special needs advocacy.													

Signature:

Note: Report must be submitted along with your request for reimbursement within 20 calendar days after the end of the month for which you are requesting reimbursement.

ATTACHMENT F - EVALUATION PLAN

Agency Name: Brevard County Legal Aid, Inc.

Program Name: Legal Assistance Program

Focused Care Area: Brevard County

Have you made any changes to the evaluation plan? Yes No Date Revised: 7/9/15

OUTCOMES	INDICATORS	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SAMPLE SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
1. Provide approximately 1,050 clients with advice, counsel, referral, and other legal services	1.1 Consultations for advice and counsel. 1.2 Referrals 1.3 Brief Services 1.3 Other legal services provided	Intake application	All	Monthly
2. Increase client awareness of legal situation, available resources and legal options	2.1 Consultations with counsel or paralegal under supervision of attorney	Intake application	All	Monthly
3. Increase client's access to court system by providing full representation by an attorney	3.1 Cases referred for representation	Intake application	All	Monthly
4. Improve family stability by establishing legally binding court orders	4.1 IFP's awarded 4.2 Family Law Court Order 4.3 Negotiated Settlements	Case closure reports	All	Monthly
5. Increase safety for domestic violence victims through court actions or safety planning	5.1 IFP's awarded 5.2 Safety planning completed	Case closure reports	All	Monthly
6. Representation of dependent children to secure independent living benefits or special needs advocacy.	6.1 Pending cases under Children's Advocacy Program	Representation and court appearances	All	Monthly

**GENERAL REVENUE AGREEMENT
BETWEEN
BREVARD COUNTY
AND
BREVARD COUNTY LEGAL AID, INC.**

THIS AGREEMENT by and between the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter the County), and **Brevard County Legal Aid, Inc.**, a business having its primary business location at 1038 Harvin Way, Suite 100, Rockledge, FL 32955, (hereinafter the Contractor).

WITNESSETH:

WHEREAS, the County is desirous of obtaining the services of an organization that provides legal assistance to the poor and disadvantaged in Brevard County, and

WHEREAS, the provision of such services shall mutually benefit the parties hereto and the residents of Brevard County, Florida.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **SCOPE OF THE SERVICE/WORK:** The Contractor shall furnish all personnel, labor, materials, equipment, machinery, tools, apparatus and transportation to perform all services specified in **Attachments A and A-1** (attached hereto and made a part hereof by this reference), hereinafter referred to as services.

2. **TERM:** The term of the Agreement shall begin October 1, 2015, and continue through September 30, 2016.

3. **COMPENSATION – AMOUNT AND METHOD:** For the work the Contractor provides under this Agreement, the County shall pay the Contractor an amount not to exceed \$256,500 as identified in Itemized Costs/Units Budget (Attachment B). The Contractor shall be entitled to payment on a reimbursement basis as provided in Conditions and Methods of Compensation (Attachment C), to this Agreement and made a part of this Agreement by this reference. All invoices are due on the 20th or twenty (20) calendar days after the end of the month for which the Contract is requesting reimbursement. The County reserves the right to deduct from any Contractor invoices an amount for nonconforming or other work not included in the Scope of Services for those items outlined in Sec. 16(d), and for work not provided but invoiced. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

The Contractor shall use the County's designated Request for Reimbursement Form (Attachment D) to request payment. The Contractor shall request reimbursement on a monthly basis as provided. The Performance and Measurable Outcome Report (Attachments E) shall be completed and submitted with each Request for Reimbursement form.

In addition to the above, each Request for Reimbursement form shall be accompanied by such documentation or data in support of expenses for which payment is sought, as the County may require. Each invoice shall bear the signature of the Contractor or his/her representative, which signature shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level as required in this agreement, have served a public purpose, have properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this agreement and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld.

The Contractor's final Request for Reimbursement is due on October 20, 2016.

4. **PROCUREMENT PROCEDURES.** The Contractor agrees to utilize the procurement procedures already established by the Contractor when purchasing eligible budgeted materials or services for said Contractor. If no formal procedures exist for the Contractor, the following County procedures should be utilized (if applicable):

(a). If the purchase amount is less than \$1,000; no formal purchase procedures are required.

(b). If the purchase amount is \$1,000 or more, the Contractor shall solicit formal written bids from a minimum of three (3) vendors.

(c) The Contractor shall maintain sufficient records to detail the significant history of procurement. These records shall include, but are not limited to: rationale for the method of procurement, selection of vendor and basis for the solicited prices. The Contractor shall encourage the solicitation of quotations for purchases from minority- and women-owned business enterprises.

5. **INDEMNIFICATION:** The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused, in part, by a party indemnified there under. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial Contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

6. **MODIFICATIONS TO CONTRACT:** This Agreement, together with any attachments, task assignments and schedules constitute the entire Agreement between the County and the Contractor and supersedes all prior written or oral understandings. This Agreement and any attachments, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto. The Director of Housing and Human Services shall have authority to execute modifications up to \$24,999. For any modification that exceeds \$24,999.00, the Chair of the Board of County Commissioners or County Manager shall have the authority to execute the modification.

7. **INSURANCE:** The Contractor shall keep in force and at all times maintain during the term of this Agreement:

(a). **General Liability Insurance:** General Liability with combined single limits of not less than One Million Dollars \$1,000,000 for Bodily Injury and Property Damage per accident.

(b). **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law shall be provided.

(c). **Professional Liability Insurance:** In the event that the Agreement involves professional or consulting services, in addition to the aforementioned insurance requirements, the contractor shall also be protected by a Professional Liability Insurance Policy, with limits of not less than One Million Dollars \$1,000,000.00.

(d). **Insurance Certificates:** The Contractor shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

8. **ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

9. **GOVERNING LAW:** This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

10. **COMPLIANCE WITH STATUTES:** It shall be the Contractor's responsibility to be aware of and comply with all federal, state and local laws.

11. **COMPLIANCE WITH ADA OF 1990:** The Contractor must comply with the American with Disabilities Act of 1990 (PL101 -336), as amended and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the County from and against any and all liability for any noncompliance on the part of the Contractor.

12. **VENUE:** Venue for any legal action by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

13. **ASSIGNMENTS:** Contractor shall not assign any portion of this Agreement without the written permission of the County.

14. **TERMINATION:** If party fails or refuses to perform any of the provisions of this Agreement or otherwise fails to timely satisfy the Agreement provisions, either may notify the other party in writing of the nonperformance and terminate the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. Such termination is effective upon the party's receipt of the Notice of Termination. Any work completed or services provided prior to the date of termination shall, at the option of the County, become the property of the County. The County is only responsible for payment for services provided prior to the effective date of termination. The County may also terminate this Agreement with twenty-four (24) hours written notice based upon our availability of funds as determined by evaluation of the departmental expenditure goals and regulatory compliance by the Director, Housing & Human Services Department.

If applicable, if Contractor is providing services for another Entity, in accordance with the Scope of Service/Work outlined in paragraph 1, Contractor and Entity shall have a separate contract or agreement outlining the terms and conditions of the services the Contractor will be providing. In the event the contract between Contractor and entity is terminated, cancelled, or otherwise because unenforceable, this contract shall be immediately terminated. The County shall send the Contractor a Notice of Termination effective the same date as the termination date of the contract between Contractor and entity. Contractor shall receive payment for all work performed up to the date of the termination of the contract between Contractor and the County.

15. **INDEPENDENT CONTRACTOR:** The Contractor shall perform the services under this Agreement as an independent Contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the County.

16. **RECORDS AND REPORTS:** In the performance of this Agreement, the Contractor shall comply with the following terms, if applicable:

(a). **RIGHT TO AUDIT:** The Contractor shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Contractor for a period of five (5) years after termination of this Agreement. All records, books and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by Contractor in the United States or any other country. All records or documents created by the County or provided to Brevard County Legal Aid, Inc. by the County in connection with activities or services provided by The Brevard County Legal Aid, Inc. under the terms of this agreement, are public records and Brevard County Legal Aid, Inc. agrees to comply with any request for such public records or documents made in accordance with section 119.07 Florida Statutes.

(b). **AUDIT REQUIREMENTS:** If Brevard County Legal Aid, Inc. is a local government or a non-profit organization as defined in 2 CFR Part 200 Subpart F, as revised, and in the event that Brevard County Legal Aid, Inc. expends \$750,000 or more in Federal awards in its fiscal year, Brevard County Legal Aid, Inc. must have a single or program-specific audit conducted in accordance with the Single Audit Act Amendments of 1996, and 2 CFR Part 200 Subpart F, as revised. In determining the Federal awards expended in its fiscal year, Brevard County Legal Aid, Inc. shall consider all sources of Federal awards, including Federal resources received from the County. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200 Subpart F, as revised. An audit of the Operating Agency conducted by an independent certified public accountant (IPA) licensed under Chapter 473, Florida Statutes, in accordance with the provisions of 2 CFR Part 200 Subpart F, as revised, will meet the requirements of this paragraph. If the Operating Agency Inc. expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 Subpart F, as revised, is not required. In the event that the Agency. expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 Subpart F, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from the Operating Agency's resources obtained from other than Federal entities).

In accordance with 2 CFR Part 200 Subpart F, as revised, if applicable, Brevard County Legal Aid, Inc. shall submit to the County a copy of the audit and all related responses within one hundred twenty (120) days after termination of this Agreement. If unable to meet the audit deadline, the Operating Agency must submit a written request for an extension approval by the Director of Housing & Human Services Department to the following address:

Brevard County Housing and Human Services Department
Ian Golden, Director
2725 Judge Fran Jamieson Way, Building B
Viera, Florida 32940

The Contractor shall also provide the County with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement. The Contractor is requested to provide copies of any monitoring conducted during the term of this Agreement, conducted by any agency or agent, and agency responses to such audits or monitoring within 30 days of receipt in order to facilitate county monitoring requirements. All information shall be sent to address as shown above.

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the County or its designee, the Comptroller, or the Funding Agency access to such records upon request. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved. The agency shall ensure that audit working papers are made available to the County, or its designee, the Comptroller, or Funding Agency upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the County.

In the event the audit shows that any or all of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Contractor shall reimburse the County of all such funds within thirty (30) days after the County has notified the Contractor in writing of such noncompliance.

(c). **MONITORING:** The County will conduct periodic administrative, programmatic and financial monitoring to assess the Contractor's performance and compliance with this contract and applicable federal and state laws, rules and local policies and procedures. The Contractor shall permit persons duly authorized by the County to inspect any records, papers, documents, electronic documents, facilities, goods and services of the Contractor that are relevant to this Contract, and interview any clients and employees of the Contractor under such conditions as the County deems appropriate. Following such inspection, the County will deliver to the Contractor a list of its findings/concerns, including deficiencies regarding the manner in which said goods and services are provided. The Contractor shall rectify all noted deficiencies specified by the County within the specified period of time set forth in the County's Monitoring Report. The Contractor's failure to correct these deficiencies within the time specified by the County may result in the withholding of payments, being deemed in breach or default, and/or termination of this Contract.

(d). **REPORTS:** The Contractor shall submit monthly reports within twenty (20) calendar days after the end of the month for which the Contractor is requesting reimbursement using **Performance & Measurable Outcome Reports Form (Attachment E)** and **Evaluation Plan (Attachment F)** to assist the County in determining whether measurable outcomes are being met. **All reports are due on the 20th or twenty (20) calendar days after the end of the month for which the Contract is requesting reimbursement.** Brevard County reserves the right to withhold ten percent (10%) of each payment request due to the Contractor, for failure to meet outcomes or failure to submit required monthly reports in a timely manner. Any withheld amount will be remitted to the Contractor upon receipt of documentation that outcomes are being met or upon receipt of the required monthly reports.

17. **PUBLIC RECORDS:** For the purposes of this section, the term:

(a). "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b). "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a). Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b). Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d). Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

18. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act (INA). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

19. **FEDERAL TAX ID NUMBER:** The Contractor shall provide to the County their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

20. **CONFLICT OF INTEREST:**

(a). The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this Agreement without written consent from the County.

(b). The Contractor shall not accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements.

(c). The Contractor shall not award a contract or subcontract under this Agreement to any company who the Contractor has a financial or any other interest in, including but not limited to employing an employee of the Contractor or any member of an employee's, agents, or officer's immediate family.

(d). No Contractor, including officers, employees, agents, consultants or elected or appointed officials, may occupy a unit unless approved by the County.

21. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a 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 a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

22. **INFORMATION RELEASE/GRANTOR RECOGNITION:** News releases, publicity releases, or advertisements relating to this Agreement or the tasks or projects associated with the project, shall be submitted in writing to the County and be approved in advance of any release or publication. Any release or advertisement advertising or publicizing the lease shall be approved by the County in advance. Releases shall identify the funding entity as well as the funding source.

23. **DEBARMENT AND SUSPENSION:** Brevard County will not intentionally award contracts to any agency or its Contractors and/or subcontractors that:

(a). Have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local Department or agency;

(b). Have, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c). Are presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) above; and

(d). Have, within a three (3) year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

(e). Brevard County Legal Aid, Inc. has provided the County with a Certification Regarding Debarment and Suspension. In accordance with the Certification Regarding Debarment and Suspension Brevard County Legal Aid, Inc. will provide the County with the same document completed for all lower tier covered transactions, such as transactions with sub-grantees and/or Contractors and/or subcontractors, and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

24. **CONSTRUCTION OF AGREEMENT:** The parties hereby acknowledge that they fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

25. **SEVERABILITY:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

26. **ATTACHMENTS:** In the performance of this Agreement, the Contractor shall comply with the following attachments:

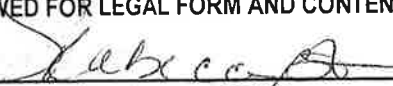
Attachment A:	Scope of Service
Attachment A1:	Program Logic Model
Attachment B:	Itemized Budget
Attachment C:	Conditions and Methods of Compensation
Attachment D:	Request for Reimbursement Form
Attachment E:	Performance and Measurable Outcome Reports
Attachment F:	Evaluation Plan

27. **NOTICE:** Please notify the County if your organization is experiencing any (key) programmatic turnover. Notice under this Agreement shall be given by certified mail or hand delivery as follows: Mr. Ian Golden, Director, Housing and Human Services Department, 2725 Fran Jamieson Way, Building B, Viera, Florida, 32940 and Notice shall be given to the Contractor by certified mail or hand delivery as follows: Robert L. Johnson, JR. Executive Director, Brevard County Legal Aid, Inc., 1038 Harvin Way, Suite 100, Rockledge, FL 32955, 321-639-2933

SPACE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

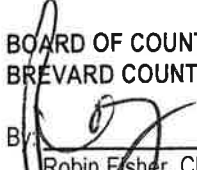
REVIEWED FOR LEGAL FORM AND CONTENT:

By: 
Becky Behl-Hill, Assistant County Attorney

Date: 9/24/15

Attest: 
By: Scott Ellis, Clerk

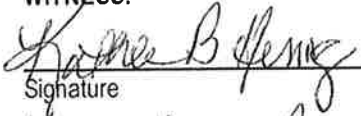
BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

By: 
Robin Fisher, Chairman

Date: _____


As approved by Board on: September 28, 2015

WITNESS:


Signature

Katherine Herpin, Program Administrator
Name and Title, Typed or Printed

CONTRACTOR

By: 
Pierre Mommers, President

Date: 10/6/15

Pierre Mommers, President
Name & Title, Typed or Printed

Brevard County Legal Aid, Inc.
Name of Company

1038 Harvin Way, Suite 100
Mailing Address

Rockledge, FL. 32955
City, State, Zip Code

(321) 639-2933
Area Code/Telephone Number

ATTACHMENT A
Scope of Services
LEGAL ASSISTANCE PROGRAM

Proposed program purpose: Provide high quality legal assistance to the poor and disadvantaged in Brevard County at no cost to the client. Brevard County Legal Aid's (BCLA) primary practice is family law and children's issues with a high priority on protecting survivors of domestic violence and children.

Target population: The target population is indigent and disadvantaged residents of Brevard County experiencing legal problems, with an emphasis on family law issues. Approximately 1,050 clients served per year.

Services to be provided: BCLA provides advice, counsel, brief services, referral and full representation by staff attorneys, volunteer attorneys and paralegals.

Planned goals and objectives:

1. Provide high quality legal services to the poor at no charge.
2. Provide community presentations and workshops to inform the community of services provided.
3. Review and evaluate services provided through statistics and client surveys.
4. Review financial and program eligibility guidelines.

Program outcomes and innovative strategies:

1. Increase clients' awareness of legal situation, available resources and legal options.
2. Increase access to courts.
3. Improve family stability by establishing legally binding court orders for custody, support and visitation.
4. Provide safety for victims through court actions.
5. Representation of dependent children in the foster care system to secure benefits under the Independent Living Program.

ATTACHMENT A-1 – PROGRAM LOGIC MODEL

Agency Name: Brevard County Legal Aid, Inc.

Program Name: Legal Assistance Program

Focused Care Area: Brevard County

Have you made any changes to the program logic model? Yes No

Date Revised: 7/09/15

RESOURCES	ACTIVITIES	OUTPUTS	OUTCOMES	GOALS
<p><u>Service Providers:</u> Staff attorneys, Executive Director, staff paralegals, support staff, Pro Bono attorneys, student interns</p> <p><u>Program Setting:</u> Main office, outreach, telephone</p> <p><u>Community Factors:</u> Court system, law library, clerk's office, referral agencies</p> <p><u>Collaborations:</u> Hospice, 211 Brevard, C, Pro Se Coordinator, CMS, other</p> <p><u>Local social services agencies, domestic violence shelters, Women's Center</u></p> <p><u>Service Technologies:</u> Westlaw, law library, brochures, case management system, online resources, Clerk's webpage, telephone, computers, email</p> <p><u>Funding Sources:</u> FBF, UW, Title III, In lieu of Service, attorney fees, filing fees, ADV, contributions, interest</p> <p><u>Participants:</u> Economically disadvantaged, poor citizens with legal needs, abused/neglected children, non-profits primarily service the indigent</p>	<ul style="list-style-type: none"> • Intake assessment • Advice and counsel • Brief service • Referral • Representation • Volunteer education • Attorney education • Staff training • Client training • Community education • Adopt an Agency • Statewide legal services interaction • Recruitment and recognition of volunteers • Case management • Safety planning • Trial advocacy • Domestic Violence Task Force 	<ul style="list-style-type: none"> • # of cases opened monthly • # of referred for ongoing representation monthly • # of pending cases monthly • # of closed cases monthly • # of trainings provided each year • # of trainings attend each year • # of hours of community education each year • # of agencies assisted through Adopt an Agency each year • # of statewide legal services meetings attended each year • # of attorneys willing to participate each year • # of attorneys recognized for volunteer service each year 	<ul style="list-style-type: none"> • Provide approximately 1,050 clients with advice, counsel, referral, and other legal services • Increase client awareness of legal situation, available resources and legal options • Increase client's access to court system by providing full representation by an attorney • Improve family stability by establishing legally binding court orders • Increase safety for domestic violence victims through court actions or safety planning • Representation of dependent children to secure independent living benefits or special needs advocacy. 	<ul style="list-style-type: none"> • Ensure equal access To the justice system • For low income and disadvantaged individuals and groups in Brevard County • Reduce the incidence of domestic violence in Brevard County

ATTACHMENT B
ITEMIZED YEAR BUDGET

NAME OF ORGANIZATION: BREVARD COUNTY LEGAL AID, INC.

NAME OF PROGRAM: LEGAL ASSISTANCE PROGRAM

Salaries and Benefits:	
Executive Director	\$67,600
Staff Attorney	\$6,500
Staff Attorney	\$ 20,000
Staff Attorney	\$10,000
Program Administrator	\$43,100
Paralegal	\$ 21,000
Paralegal	\$7,000
Paralegal	\$22,000
<u>Receptionist</u>	<u>\$14,000</u>
Total	\$211,200
Fringe Benefits	\$39,000
Telephone	\$4,000
Professional Liability Insurance	\$2,300
TOTAL	\$256,500

**ATTACHMENT C
CONDITIONS AND METHOD OF COMPENSATION
BREVARD COUNTY LEGAL AID, INC. – LEGAL ASSISTANCE PROGRAM**

The Contractor, Brevard County Legal Aid, Inc. shall be paid a total sum not to exceed **\$256,500.00** in General Revenue program funds for the services specified under this agreement. Compensation shall be allowed on a **cost reimbursement basis**.

In every case payment will be made subject to the receipt of the Request for Reimbursement form (Attachment D) specifying and certifying the expenses incurred and expended in conformance with this Agreement for the preceding month and that the Contractor is entitled to receive the amount requisitioned under the terms of this Agreement.

The final Reimbursement Request shall be submitted no later than **October 20, 2016**. Any General Revenue program funding covered by this agreement not expended for eligible activities by **September 30, 2016**, shall revert to the County.

The Contractor shall not request reimbursement from the County for services, which have been committed to be paid by another source of revenue.

The Contractor shall notify the County in writing within 15 days of execution of this Agreement of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

CONDITIONS OF REIMBURSEMENT:

Reimbursement is contingent upon:

- a) The receipt and approval of all documentation as required by this agreement.
- b) The satisfactory evaluation of the Contractor by the Housing and Human Services Department.
- c) Compliance with all other terms as stated in this Agreement.

METHOD OF REIMBURSEMENT REQUESTS: The Contractor shall comply with cost principles as established in 2 CFR Part 200 Subpart E. The following pertains to Requests for Reimbursement:

- a) The County shall reimburse the Contractor for all approved budgeted costs outlined in the Itemized Budget Form (Attachment B) as permitted by Federal, State, and County regulations and policies.
- b) The Request For Reimbursement Form (Attachment D) should be submitted with proper documentation attached, including, but not limited to, a copy of all invoices, times cards, computer printouts and checks, payroll information, reports or any other applicable information needed as determined by the Housing & Human Services Department staff for activities and materials for which reimbursement is requested.
- c) Requests for Reimbursement shall be submitted **monthly**. Reimbursement requests must be submitted to the Housing and Human Services Department for approval within **twenty (20) calendar days after the end of the month** for which the Contractor is requesting reimbursement. Upon approval, Housing & Human Services Department staff shall authorize Brevard County Finance Department to make the applicable reimbursement.

ATTACHMENT D
HOUSING AND HUMAN SERVICES DEPARTMENT
REQUEST FOR REIMBURSEMENT FORM

REVIEWED BY: _____

CONTRACT/PROJECT MONITOR: BRIAN BRESLIN

FINANCIAL APPROVAL: _____

BUSINESS AREA: 1404 COST CENTER: 290511 G.L. ACCOUNT: 5340000

VENDOR# 9087

P.O.# _____

DOC.#: _____

AMOUNT: \$ _____

APPROVED FOR PAYMENT BY: _____

AUTHORIZED SIGNATURE

DATE

FUNDING SOURCE:	GENERAL REVENUE
NAME OF ORGANIZATION:	BREVARD COUNTY LEGAL AID, INC.
CONTACT PERSON:	ROBERT L. JOHNSON, JR.
PROGRAM ADDRESS:	1038 HARVIN WAY, SUITE 100, ROCKLEDGE, FL 32955
MAILING ADDRESS: <i>(if different from program address)</i>	
E-MAIL ADDRESS:	brevardlegalaid@yahoo.com
TELEPHONE NUMBER:	(321) 639-2933
REQUEST DATE:	
REQUEST NUMBER:	
FINAL PAYMENT REQUEST:	YES / NO
FUNDS ARE HEREBY REQUESTED FOR THE FOLLOWING:	
▪ Salaries	\$
▪ Fringe Benefits	\$
▪ Telephone	\$
▪ Liability Insurance	\$
▪ TOTAL AMOUNT TO BE PAID	\$
AUTHORIZED SIGNATURE:	

Period Covers October 1, 2015 to September 30, 2016

REQUEST FOR REIMBURSEMENT / PAGE TWO

Personnel

Employee/Position	Period Ending	Check #	Check Date	Amount

Total Amount Expended: \$

Summary:

- ◆ Total Budgeted \$ 211,200.00
- ◆ Total Previous \$ _____
- ◆ Total This Request \$ _____
- ◆ Remaining Funds \$ _____

Fringe Benefits Expenses

Employee/Position	Period Ending	Check #	Check Date	Amount

Total Amount Expended: \$

Summary:

- ◆ Total Budgeted \$ 39,000.00
- ◆ Total Previous \$ _____
- ◆ Total This Request \$ _____
- ◆ Remaining Funds \$ _____

REQUEST FOR REIMBURSEMENT / PAGE THREE

Telephone Expense

Vendor	Invoice Date	Invoice #	Check#	Date	Amount

Total Amount Expended: \$

Summary:

- ◆ Total Budgeted **\$ 4,000.00**
- ◆ Total Previous \$ _____
- ◆ Total This Request \$ _____
- ◆ Remaining Funds \$ _____

Professional Liability Insurance Expense

Vendor	Invoice Date	Invoice #	Check#	Date	Amount

Total Amount Expended: \$

Summary:

- ◆ Total Budgeted **\$ 2,300.00**
- ◆ Total Previous \$ _____
- ◆ Total This Request \$ _____
- ◆ Remaining Funds \$ _____

YEAR TO DATE EXPENSES:

Previous Expenses \$ _____
 Current Expenses \$ _____
 Remaining Funds \$ _____

Beginning Budget **\$256,500.00**
 Total YTD Expenses \$ _____

REQUEST FOR REIMBURSEMENT / PAGE FOUR

#	Date of Request	Amount Requested	Expended YTD	% YTD	Balance
					\$256,500.00
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

ATTACHMENT E

NAME OF ORGANIZATION: BREVARD COUNTY LEGAL AID, INC.

NAME OF PROGRAM: LEGAL ASSISTANCE PROGRAM

BREVARD COUNTY
HOUSING AND HUMAN SERVICES DEPARTMENT
PERFORMANCE AND MEASURABLE OUTCOME REPORT
(Reports must be submitted with each Request for Reimbursement)

Date: _____

Authorized Signature: _____

Title: _____

Is the program(s) meeting its expenditure goals? Yes ___ No ___

If no, provide an explanation as to why expenditure goals are not being met and plans for meeting these goals in the future.

Please state the progress achieved towards accomplishments outlined in your scope of services and/or measurable outcomes.

Please state any problem(s) your organization may be experiencing in regards to completing the accomplishments outlined in your scope of services and/or measurable outcomes, and a plan(s) to resolve the problem(s).

Has your organization experienced any (key) programmatic turnover? Yes ___ No ___

If yes, please explain.

Did the agency leverage funding this quarter? Yes ___ No ___

If yes, explain:

- Labor (hourly rate) \$ _____ X _____ Hours \$ _____
 - Equipment & Supplies \$ _____
 - Funding \$ _____
 - Etc. \$ _____
- Total Leveraged \$ _____

How did your agency measure customer satisfaction this month/quarter? _____

Please attach a summary of results/tools.

Is technical assistance needed? Yes ___ No ___

If yes, in what area(s) _____

ATTACHMENT E

NAME OF ORGANIZATION: BREVARD COUNTY LEGAL AID, INC.
 NAME OF PROGRAM: LEGAL ASSISTANCE PROGRAM

FY 2014/2015 MEASURABLE OUTCOMES	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	YTD
050 or 100% of clients will receive advice, counsel, referral and other legal services at no cost.													
050 or 100% of clients will have an increased awareness of their legal situation, available resources and legal options through consultation.													
9 or 17% of clients will receive full representation and have increased access to the legal system.													
5 or 10% of clients will improve family stability by establishing legally binding court order for support and situation.													
5 or 11% of clients (domestic violence victims) will have increased safety through court action or safety planning.													
2 or 3% of clients (children) will receive representation in dependency cases to secure independent living benefits or special needs advocacy.													

Signature:

Note: Report must be submitted along with your request for reimbursement within 20 calendar days after the end of the month for which you are requesting reimbursement.

ATTACHMENT F - EVALUATION PLAN

Agency Name: Brevard County Legal Aid, Inc.

Program Name: Legal Assistance Program

Focused Care Area: Brevard County

Have you made any changes to the evaluation plan? Yes No Date Revised: 7/9/15

OUTCOMES	INDICATORS	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SAMPLE SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
1. Provide approximately 1,050 clients with advice, counsel, referral, and other legal services	1.1 Consultations for advice and counsel. 1.2 Referrals 1.3 Brief Services 1.3 Other legal services provided	Intake application	All	Monthly
2. Increase client awareness of legal situation, available resources and legal options	2.1 Consultations with counsel or paralegal under supervision of attorney	Intake application	All	Monthly
3. Increase client's access to court system by providing full representation by an attorney	3.1 Cases referred for representation	Intake application	All	Monthly
4. Improve family stability by establishing legally binding court orders	4.1 IFP's awarded 4.2 Family Law Court Order 4.3 Negotiated Settlements	Case closure reports	All	Monthly
5. Increase safety for domestic violence victims through court actions or safety planning	5.1 IFP's awarded 5.2 Safety planning completed	Case closure reports	All	Monthly
6. Representation of dependent children to secure independent living benefits or special needs advocacy.	6.1 Pending cases under Children's Advocacy Program	Representation and court appearances	All	Monthly



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER J.W. Edens & Company P.O. Box 278 Titusville FL 32781-0278	CONTACT NAME: Yvonne Parrish	
	PHONE (A/C No, Ext): (321) 383-4554 FAX (A/C, No): (321) 383-4523 E-MAIL ADDRESS: yparrish@jwedens.com	
INSURED Brevard County Legal Aid, Inc. 1038 Harvin Way Unit 100 Rockledge FL 32955	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: First Community Ins Co	
	INSURER B: Continental Casualty Co.	20443
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: GL & WC REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			090004991001802	10/30/2014	10/30/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	WC173769253	3/31/2015	3/31/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER (321) 633-2026 brian.breslin@brevardcount Brevard County 2725 Judge Fran Jamison Way # B Viera, FL 32940	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE J. Wayne Edens/YVONNE

LAWYERS PROFESSIONAL LIABILITY INSURANCE

EVIDENCE OF INSURANCE

Evidence of Insurance No: LP15047
 Unique Market Reference Number: B113514CPBA1328
 Master Policy No: 14CPBA1328

CLAIMS MADE FORM / DEFENSE WITHIN LIMITS

THIS IS A CLAIMS MADE FORM. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD.

Please Read Carefully

1. **Master Policy Issued To:** CIMA Liability Protection Program for Legal Services and Defender Services Professionals and Specified Insured Organizations
2. **Evidence of Insurance Issued To:**
 Brevard County Legal Aid Inc.
 1038 Harvin Way, suite 100
 Rockledge, FL 32955
3. **Period of Coverage:** 11/01/2014 to 11/01/2015
4. **Endorsements Attached:** Several liability endorsement; War & Terrorism exclusion; Cancellation Clause endorsement; Service of Suit Clause endorsement; Nuclear Incident exclusion; Radioactive Contamination exclusion; Biological or Chemical Materials exclusion; Lloyd's Privacy Policy statement; Applicable Law endorsement; Data Breach and Privacy Liability endorsement
5. **Coverages, Deductibles, Limits of Liability, and Retroactive Dates:**
 (Optional Coverage Described in Master Policy Only Applicable If So Indicated Below With Listed Premium)

<u>Coverage Type</u>	<u>Deductible</u>	<u>Limit of Liability Per Claim</u>	<u>Limit of Liability Aggregate</u>	<u>Retro-Active Date</u>	<u>Premium</u>
Professional Liability (Art I, Sec A) Including The Following Optional Coverages (Strikethrough As Not Applicable) Disciplinary Proceedings (Defense Coverage) (Art I, Section B) Defense of Contempt Proceedings (Art I, Sec. C)	NIL	\$1,000,000.00	\$1,000,000.00	N/A	\$2,138.00
Outside Practice of Law (Art. I, Sec A(6))	NIL	None	None	N/A	N/A
Personal Injury (Sublimits)	NIL	\$100,000.00	\$300,000.00	N/A	Included
Management Liability (Art I, Sec D)	NIL	\$1,000,000.00	\$1,000,000.00	N/A	\$587.00
Employment Liability (Art I, Sec E)	NIL	\$25,000.00	\$75,000.00	N/A	\$235.00
Punitive Damages (Art IV, Sec A 6)	NIL	\$50,000.00	\$50,000.00	N/A	\$120.00
Injunctive Relief	NIL	None	None	N/A	N/A
Total Premium:					\$3,080.00
Surplus Lines Tax:					\$69.30

By Acceptance of this policy, the Insured agrees that the statements in this Evidence of Insurance, the Application, and any attachments hereto are the Insured's agreements and representations and that this policy embodies all agreements existing between the Insured and the Company of any of its representatives relating to this insurance.

Countersigned at: Woodbridge, VA Underwriters at Lloyds, London
Issue Date: November 7, 2014 **By:** Laurie S. Coleman
 Authorized Representative

**GENERAL REVENUE AGREEMENT
BETWEEN
BREVARD COUNTY
AND
CIRCLES OF CARE, INC.**

THIS AGREEMENT by and between the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter the County), and **Circles of Care, Inc.**, a business having its primary business location at **400 East Sheridan Road, Melbourne, FL 32901**, (hereinafter the Contractor).

WITNESSETH:

WHEREAS, the County is desirous of obtaining the services of a **Baker Act Mental Health Services Program** and

WHEREAS, the provision of such services shall mutually benefit the parties hereto and the residents of Brevard County, Florida.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **SCOPE OF THE SERVICE/WORK:** The Contractor shall furnish all personnel, labor, materials, equipment, machinery, tools, apparatus and transportation to perform all services specified in **Attachments A and A-1** (attached hereto and made a part hereof by this reference), hereinafter referred to as services.
2. **TERM:** The term of the Agreement shall begin **October 1, 2015**, and continue through **September 30, 2016**.
3. **COMPENSATION – AMOUNT AND METHOD:** For the work the Contractor provides under this Agreement, the County shall pay the Contractor an amount not to exceed **\$1,748,507.00** as identified in **Itemized Costs Budget (Attachment B)**. The Contractor shall be entitled to payment on a reimbursement basis as provided in **Conditions and Methods of Compensation (Attachment C)**, to this Agreement and made a part of this Agreement by this reference. All invoices are due on the 20th or twenty (20) calendar days after the end of the month for which the Contract is requesting reimbursement. The County reserves the right to deduct from any Contractor invoices an amount for nonconforming or other work not included in the Scope of Services for those items outlined in Sec. 16(d), and for work not provided but invoiced. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

The Contractor shall use the County's designated **Request for Reimbursement Form (Attachment D)** to request payment. The Contractor shall request reimbursement on a **quarterly** basis as provided. The **Performance and Measurable Outcome Report (Attachments E)** shall be completed and submitted with each Request for Reimbursement form.

In addition to the above, each Request for Reimbursement form shall be accompanied by such documentation or data in support of expenses for which payment is sought, as the County may require. Each invoice shall bear the signature of the Contractor or his/her representative, which signature shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level as required in this agreement, have served a public purpose, have properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this agreement and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld.

The Contractor's final Request for Reimbursement is due on October 20, 2016.

4. **PROCUREMENT PROCEDURES.** The Contractor agrees to utilize the procurement procedures already established by the Contractor when purchasing eligible budgeted materials or services for said Contractor. If no formal procedures exist for the Contractor, the following County procedures should be utilized (if applicable):
 - (a). If the purchase amount is less than \$1,000; no formal purchase procedures are required.
 - (b). If the purchase amount is \$1,000 or more, the Contractor shall solicit formal written bids from a minimum of three (3) vendors.

(c) The Contractor shall maintain sufficient records to detail the significant history of procurement. These records shall include, but are not limited to: rationale for the method of procurement, selection of vendor and basis for the solicited prices. The Contractor shall encourage the solicitation of quotations for purchases from minority- and women-owned business enterprises.

5. **INDEMNIFICATION:** The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused, in part, by a party indemnified there under. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial Contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

6. **MODIFICATIONS TO CONTRACT:** This Agreement, together with any attachments, task assignments and schedules constitute the entire Agreement between the County and the Contractor and supersedes all prior written or oral understandings. This Agreement and any attachments, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto. The Director of Housing and Human Services shall have authority to execute modifications up to \$24,999. For any modification that exceeds \$24,999.00, the Chair of the Board of County Commissioners or County Manager shall have the authority to execute the modification.

7. **INSURANCE:** The Contractor shall keep in force and at all times maintain during the term of this Agreement:

(a). **General Liability Insurance:** General Liability with combined single limits of not less than One Million Dollars \$1,000,000 for Bodily Injury and Property Damage per accident.

(b). **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars \$1,000,000 combined single limits for Bodily Injury and Property Damage per accident.

(c). **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law shall be provided.

(d). **Professional Liability Insurance:** In the event that the Agreement involves professional or consulting services, in addition to the aforementioned insurance requirements, the contractor shall also be protected by a Professional Liability Insurance Policy, with limits of not less than One Million Dollars \$1,000,000.00.

(e). **Insurance Certificates:** The Contractor shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

8. **ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

9. **GOVERNING LAW:** This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

10. **COMPLIANCE WITH STATUTES:** It shall be the Contractor's responsibility to be aware of and comply with all federal, state and local laws.

11. **COMPLIANCE WITH ADA OF 1990:** The Contractor must comply with the American with Disabilities Act of 1990 (PL101 -336), as amended and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the County from and against any and all liability for any noncompliance on the part of the Contractor.

12. **VENUE:** Venue for any legal action by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

13. **ASSIGNMENTS:** Contractor shall not assign any portion of this Agreement without the written permission of the County.

14. **TERMINATION:** If party fails or refuses to perform any of the provisions of this Agreement or otherwise fails to timely satisfy the Agreement provisions, either may notify the other party in writing of the nonperformance and terminate the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. Such termination is effective upon the party's receipt of the Notice of Termination. Any work completed or services provided prior to the date of termination shall, at the option of the County, become the property of the County. The County is only responsible for payment for services provided prior to the effective date of termination. The County may also terminate this Agreement with twenty-four (24) hours written notice based upon our availability of funds as determined by evaluation of the departmental expenditure goals and regulatory compliance by the Director, Housing & Human Services Department.

If applicable, if Contractor is providing services for another Entity, in accordance with the Scope of Service/Work outlined in paragraph 1, Contractor and Entity shall have a separate contract or agreement outlining the terms and conditions of the services the Contractor will be providing. In the event the contract between Contractor and entity is terminated, cancelled, or otherwise because unenforceable, this contract shall be immediately terminated. The County shall send the Contractor a Notice of Termination effective the same date as the termination date of the contract between Contractor and entity. Contractor shall receive payment for all work performed up to the date of the termination of the contract between Contractor and the County.

15. **INDEPENDENT CONTRACTOR:** The Contractor shall perform the services under this Agreement as an independent Contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the County.

16. **RECORDS AND REPORTS:** In the performance of this Agreement, the Contractor shall comply with the following terms, if applicable:

(a). **RIGHT TO AUDIT:** The Contractor shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Contractor for a period of five (5) years after termination of this Agreement. All records, books and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by Contractor in the United States or any other country. All records or documents created by the County or provided to **Circles of Care, Inc.** by the County in connection with activities or services provided by The **Circles of Care, Inc.** under the terms of this agreement, are public records and **Circles of Care, Inc.** agrees to comply with any request for such public records or documents made in accordance with section 119.07 Florida Statutes.

(b). **AUDIT REQUIREMENTS:** If **Circles of Care, Inc.** is a local government or a non-profit organization as defined in 2 CFR Part 200 Subpart F, as revised, and in the event that **Circles of Care, Inc.** expends \$750,000 or more in Federal awards in its fiscal year, **Circles of Care, Inc.** must have a single or program-specific audit conducted in accordance with the Single Audit Act Amendments of 1996, and 2 CFR Part 200 Subpart F, as revised. In determining the Federal awards expended in its fiscal year, **Circles of Care, Inc.** shall consider all sources of Federal awards, including Federal resources received from the County. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200 Subpart F, as revised. An audit of the Operating Agency conducted by an independent certified public accountant (IPA) licensed under Chapter 473, Florida Statutes, in accordance with the provisions of 2 CFR Part 200 Subpart F, as revised, will meet the requirements of this paragraph. If the Operating Agency Inc. expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 Subpart F, as revised, is not required. In the event that the Agency. expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 Subpart F, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from the Operating Agency's resources obtained from other than Federal entities).

In accordance with 2 CFR Part 200 Subpart F, as revised, if applicable, **Circles of Care, Inc.** shall submit to the County a copy of the audit and all related responses within one hundred twenty (120) days after termination of this Agreement. If unable to meet the audit

deadline, the Operating Agency must submit a written request for an extension approval by the Director of Housing & Human Services Department to the following address:

Brevard County Housing and Human Services Department
Ian Golden, Director
2725 Judge Fran Jamieson Way, Building B
Viera, Florida 32940

The Contractor shall also provide the County with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement. The Contractor is requested to provide copies of any monitoring conducted during the term of this Agreement, conducted by any agency or agent, and agency responses to such audits or monitoring within 30 days of receipt in order to facilitate county monitoring requirements. All information shall be sent to address as shown above.

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the County or its designee, the Comptroller, or the Funding Agency access to such records upon request. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved. The agency shall ensure that audit working papers are made available to the County, or its designee, the Comptroller, or Funding Agency upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the County.

In the event the audit shows that any or all of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Contractor shall reimburse the County of all such funds within thirty (30) days after the County has notified the Contractor in writing of such noncompliance.

(c). **MONITORING:** The County will conduct periodic administrative, programmatic and financial monitoring to assess the Contractor's performance and compliance with this contract and applicable federal and state laws, rules and local policies and procedures. The Contractor shall permit persons duly authorized by the County to inspect any records, papers, documents, electronic documents, facilities, goods and services of the Contractor that are relevant to this Contract, and interview any clients and employees of the Contractor under such conditions as the County deems appropriate. Following such inspection, the County will deliver to the Contractor a list of its findings/concerns, including deficiencies regarding the manner in which said goods and services are provided. The Contractor shall rectify all noted deficiencies specified by the County within the specified period of time set forth in the County's Monitoring Report. The Contractor's failure to correct these deficiencies within the time specified by the County may result in the withholding of payments, being deemed in breach or default, and/or termination of this Contract.

(d). **REPORTS:** The Contractor shall submit quarterly reports within twenty (20) calendar days after the end of the month for which the Contractor is requesting reimbursement using Performance & Measurable Outcome Reports Form (Attachment E) and Evaluation Plan (Attachment F) to assist the County in determining whether measurable outcomes are being met. **All reports are due on the 20th or twenty (20) calendar days after the end of the month for which the Contractor is requesting reimbursement.** Brevard County reserves the right to withhold ten percent (10%) of each payment request due to the Contractor, for failure to meet outcomes or failure to submit required quarterly reports in a timely manner. Any withheld amount will be remitted to the Contractor upon receipt of documentation that outcomes are being met or upon receipt of the required monthly reports.

17. **PUBLIC RECORDS:** For the purposes of this section, the term:

(a). "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b). "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a). Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b). Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d). Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

18. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act (INA). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

19. **FEDERAL TAX ID NUMBER:** The Contractor shall provide to the County their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

20. **CONFLICT OF INTEREST:**

(a). The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this Agreement without written consent from the County.

(b). The Contractor shall not accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements.

(c). The Contractor shall not award a contract or subcontract under this Agreement to any company who the Contractor has a financial or any other interest in, including but not limited to employing an employee of the Contractor or any member of an employee's, agents, or officer's immediate family.

(d). No Contractor, including officers, employees, agents, consultants or elected or appointed officials, may occupy a unit unless approved by the County.

21. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a 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 a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

22. **INFORMATION RELEASE/GRANTOR RECOGNITION:** News releases, publicity releases, or advertisements relating to this Agreement or the tasks or projects associated with the project, shall be submitted in writing to the County and be approved in advance of any release or publication. Any release or advertisement advertising or publicizing the lease shall be approved by the County in advance. Releases shall identify the funding entity as well as the funding source.

23. **DEBARMENT AND SUSPENSION:** Brevard County will not intentionally award contracts to any agency or its Contractors and/or subcontractors that:

(a). Have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local Department or agency;

(b). Have, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c). Are presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) above; and

(d). Have, within a three (3) year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

(e). **Circles of Care, Inc.** has provided the County with a Certification Regarding Debarment and Suspension. In accordance with the Certification Regarding Debarment and Suspension **Circles of Care, Inc.** will provide the County with the same document completed for all lower tier covered transactions, such as transactions with sub-grantees and/or Contractors and/or subcontractors, and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

24. **CONSTRUCTION OF AGREEMENT:** The parties hereby acknowledge that they fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

25. **SEVERABILITY:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

26. **ATTACHMENTS:** In the performance of this Agreement, the Contractor shall comply with the following attachments:

- | | |
|-----------------------|---|
| Attachment A: | Scope of Service |
| Attachment A1: | Program Logic Model |
| Attachment B: | Itemized Budget |
| Attachment C: | Conditions and Methods of Compensation |
| Attachment D: | Request for Reimbursement Form |
| Attachment E: | Performance and Measurable Outcome Reports |
| Attachment F: | Evaluation Plan |

27. **NOTICE:** Please notify the County if your organization is experiencing any (key) programmatic turnover. Notice under this Agreement shall be given by certified mail or hand delivery as follows: Mr. Ian Golden, Director, Housing and Human Services Department, 2725 Fran Jamieson Way, Building B, Viera, Florida, 32940 and Notice shall be given to the Contractor by certified mail or hand delivery as follows: David L. Feldman, Chief Financial Officer, Circles of Care, Inc., East Sheridan Road, Melbourne, FL. 32901.

SPACE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

REVIEWED FOR LEGAL FORM AND CONTENT:

By: *Becky Behl-Hill*
Becky Behl-Hill, Assistant County Attorney

Date: 9/23/15

ATTEST:

Scott Ellis

Scott Ellis, Clerk

**BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA**

Robin Fisher
Robin Fisher, Chairman

Date: _____

As approved by the Board on: 9/28/15

WITNESS:

[Signature]

Signature

Sandra Sinclair, Sr. EXEC. Asst.
Name and Title, Typed or Printed

CONTRACTOR

By: *David L. Feldman*
Signature

Date: 10-23-2015

David L. Feldman, Chief Financial Officer
Name & Title, Typed or Printed

Circles of Care, Inc.
Name of Company

400 East Sheridan Road
Mailing Address

Melbourne, FL 32901
City, State, Zip Code

(321) 722-5290
Area Code/Telephone Number

ATTACHMENT A Scope of Services

NAME OF PROGRAM: BAKER ACT MENTAL HEALTH SERVICES

SCOPE OF SERVICE:

Circles of Care, as the premier behavioral healthcare provider in Brevard County, offers a wide array of services to meet the mental health and substance abuse treatment needs of local citizens. Over 9,000 residents receive services annually under the provisions of the Baker Act. Specifically, the following departments coordinate services within the program to effectively treat and maintain individuals that represent an imminent threat to self or others due to acute mental illness or severe and persistent mental illness in the least restrictive environment.

Harbor Pines

Harbor Pines is a 50-bed inpatient psychiatric crisis stabilization unit. This department primarily treats indigent clients who meet the criteria in the Florida Mental Health Act (Baker Act). Clients are screened by an Intake Counselor and admitted on either a voluntary or involuntary basis. This unit has high utilization, high occupancy and is a cornerstone of the public mental health system.

1. AGENCY NAME: Circles of Care, Inc.
2. A. PROGRAM SERVICE COMPONENT/
COST CENTER: Crisis Stabilization Unit
- B. PROGRAM NAME: Harbor Pines
3. ADDRESS: 880 Airport Blvd
Melbourne, FL 32901
4. DIRECTOR/COORDINATOR
PHONE: Norris Cunningham, RN
(321) 914-0626
5. GEOGRAPHIC AREAS SERVED: Brevard County (Region C, Circuit 18)
6. DAYS/HOURS OF OPERATION: 24 hours/day; 7 days/week
7. POPULATION GROUPS SERVED: Clients experiencing acute psychiatric emergencies
including those who have been civilly committed
8. A. STATEMENT OF WORK
Philosophy: The philosophy of the Harbor Pines Unit is to provide crisis stabilization services and involuntary examinations in a humane manner that preserves the safety of the individual and others while regarding the rights of the individual.

Target population: The target population is those Brevard County adults who have been identified for involuntary examination under the Baker Act and those individuals who apply for voluntary admission after a determination of need is made.

Length of program: The length of the program depends upon the clinical need of the client. The median length of stay for agency's fiscal year ending June 30, 2014 was three (3) days.

Services: The crisis stabilization service is offered twenty-four hours a day, seven days a week because of the inpatient nature of the program. The program includes such key components as psychiatric evaluation, physical examination, nursing assessment and care, group therapy, social work services and recreation.

Census: The Harbor Pines Unit has a total licensed bed capacity of 50 beds. The average daily census for last fiscal year was 43.4 days.

Goals: The goals of the program are to fulfill the public receiving facility mandate. More specifically, the goals are to evaluate, treat, and recommend follow up care for adults with mental illness who have been admitted.

Other: Assessment begins and continues from the time of admission. Good assessment of the disability and the resources of the client are necessary to efficient functioning. Formal assessments are made by the psychiatrist, the social worker, and the nurse assigned to the client's treatment team. A plan of care is devised and the client's progress is assessed daily during rounds.

Treatment and education are the major interventions to resolve the crisis precipitating admission and to arm the client with coping strategies for the future. Psychotropic medication is frequently prescribed based on individual needs. Group and individual counseling are topical and oriented to coping skill training. Education about chronic illnesses, the role of medication, and substance abuse are provided.

Discharge planning begins with the initial assessments by identifying the resources necessary to support the return to community living. Consultation with family and relatives is important to educate them and solicit their support for their client. Referrals are made to a wide variety of community-based services to support the aftercare plan designed with the client.

- B. METHOD OF SERVICE PROVISION The program hours are 24 hours per day, seven days per week. Referrals may be made by initiating the appropriate involuntary examination forms or by calling or walking into the Intake Service Office at 880 Airport Blvd, Melbourne, Florida. An evaluation prior to assessment is made in Intake Services to determine if Baker Act criteria have been met. Treatment planning is multidisciplinary. Records are stored in the Medical Records Department of Circles of Care. Supervision of each client's care is under the direction of the treating psychiatrist who is responsible to the Chief of Medical Staff.

During the time of stay on the unit, the clients will be evaluated by case management to determine if they meet criteria for case management services. Groups and individual sessions are scheduled to carry out activities of daily living, problem solving, and coping skills. Attention is directed to the importance of medication compliance in the recovery process.

Discharge criteria are legal and clinical in nature, evaluated on a case-by-case basis and applied in the judgment of the treating psychiatrist. When criteria are met, as established by an interview with the client conducted by the psychiatrist, the psychiatrist writes his/her discharge recommendations and discharge prescriptions (if any). The social worker makes the aftercare

arrangements, such as, clinic appointments, transportation and family contact. The nurse goes over the discharge information and gives education to the client about his/her condition, medications and appointments.

Child Crisis Stabilization Unit

The Child Crisis Stabilization Unit (CCSU) is a 16-bed locked unit designed to meet the needs of children and adolescents who are residents of Brevard and surrounding counties. The CCSU is staffed by highly qualified practitioners and is directed by a physician who specializes in child psychiatry. This unit also serves as the County's Baker Act Receiving facility for children and adolescents.

1. AGENCY NAME: Circles of Care, Inc.
2. A. PROGRAM SERVICE COMPONENT/
COST CENTER Child Crisis Stabilization
- B. PROGRAM NAME: Child Crisis Stabilization Unit
3. ADDRESS: 400 East Sheridan Road
Melbourne, FL 32901
4. DIRECTOR/COORDINATOR: Elizabeth Steidl, RN
PHONE: (321) 726-2895
5. GEOGRAPHIC AREAS SERVED: Brevard County (Region C, Circuit 18)
6. DAY/HOURS OF OPERATION: 24 hours/day; 7 days/week
7. POPULATION GROUPS SERVED: Children and adolescents
8. A. STATEMENT OF WORK

Philosophy of the program: Each client will be treated in the least restrictive manner, in the context of their family, and returned to the community as soon as possible.

Target population: Child and adolescents from (Region C, Circuit 18) who meet Baker Act admission criteria for involuntary or voluntary admissions.

Length of program: This unit's mission is crisis stabilization; therefore, it is anticipated that the length of stay will be short term. Clinical criteria will be used to determine discharge from the program.

Services: Each client will receive:

- A physical examination within 24 hours of admission to diagnose health problems.
- A comprehensive nursing assessment,
- Psychotherapeutic services will be performed by qualified staff members. These services may include, as prescribed in the treatment plan, individual, group and/or family therapy.
- Activities to address the leisure, recreational and exercise needs of the clients will be provided.

- Therapeutic milieu will be designed to offer structure and emotional support to clients.

Census: The bed capacity of the unit is 16.

Goals of the program: Crisis stabilization goals are to reduce the acute symptomatology precipitating admission and to enlist the support of family and community resources to permit discharge in a timely manner.

B. METHODS OF SERVICE PROVISION

Hours of operation: 24 hours a day/7 days a week

Referral: At the time of discharge, referral for follow-up care will be made.

Assessment: Upon admission, a physical examination, a psychiatric examination, and a nursing assessment are obtained. Within 72 hours a psychosocial history is obtained. Other laboratory or psychological tests may be ordered by the psychiatrist in charge of the case.

Client orientation: The mental health technician, in the admission process, will orient the client to the unit. Each client will receive a handbook with rules and rights regarding the unit.

Record maintenance: Medical records will be stored on the unit in the nurses' station while the client is in active treatment. Upon discharge, they will be stored in central medical records.

Treatment planning: Initial treatment planning will be performed by the medical staff, including the psychiatrist and RN staff. Multidisciplinary input to the treatment plan will be added as assessments are made and treatment needs identified.

Clinical supervision: Dr. Arpana Kopuri, Board Certified Child Psychiatrist, will be responsible for the clinical supervision.

Discharge: Discharge will be based on legal and clinical criteria.

Medical Outpatient Clinics

The first line of treatment for many behavioral health conditions is medication because there are biological abnormalities underlying the symptoms. Hospitalized patients are followed up in the clinics to insure they are getting maximum clinical results with minimal side effects in the long-term management of their conditions. Other patients may be referred when they experience an acute episode of depression or anxiety as well as a myriad of less frequent conditions. Expert psychiatric evaluation and the short-term treatment of these conditions are common. The clinics are located in all three major geographic areas of the County and are staffed by qualified psychiatrists. Both children and adults are seen in these clinics.

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|----|---|-----------------------|
| 1. | AGENCY NAME: | Circles of Care, Inc. |
| 2. | A. PROGRAM SERVICE COMPONENT/
COST CENTER: | Medical Outpatient |
| | B. PROGRAM NAME: | Medication Clinics |

3. ADDRESS: 2020 Commerce Drive
Melbourne, Florida
4. DIRECTOR/COORDINATOR: Jose Alvarez, M.D., Medical Director
Barry L. Hensel, Ph.D., Administrative Director
PHONE: 321/722-5200 or 321-952-6000
5. GEOGRAPHIC AREAS SERVED: (Region C, Circuit 18)/Brevard County
6. DAYS/HOURS OF OPERATION: Monday-Friday, 8:30 a.m.-5 p.m., after these hours
call 914-0640.
7. POPULATION GROUPS SERVED: Mentally ill who need or who are being maintained
on psychotropic medications

8. A. STATEMENT OF WORK The philosophy of the program is based on two major ideas. The central premise of this work is the idea that mental disorders, especially the major mental disorders of mood and thought, have their etiology in the biological functioning of the individual. As a natural consequence of this idea, treatment with psychotropic medications is the way to treat these conditions. Although psychosocial factors may be involved to varying degrees, the behavioral and symptomatic expression of mental disorders can effectively be treated first by medication.

The second idea that forms the basic philosophy of these clinics is that monitoring the effects of medication is important so as to be able to titrate the dosage for the individual client to achieve maximum clinical efficacy with minimum side effects. Many visits to the clinic follow an episode of hospital care or are planned to manage a chronic illness such as schizophrenia. Ongoing care is the principal for these chronic conditions.

The target population includes chronically and persistently mentally ill clients, clients being discharged from Harbor Pines or the CCSU, clients being seen in outpatient counseling and clients from the community. Length of time in the program is determined by the clinical need of the client.

The services provided are initial psychiatric evaluations for the prescription of psychotropic medication and follow up visits to check and, if necessary, adjust the medication based on clinical response. The goals of the program are to safely maintain a client on their prescribed medication and to permit clients to stay out of more restrictive service settings within the limits of this type of treatment. The clinic is open from 8:30 to 5:00 daily.

- B. METHOD OF SERVICE PROVISION When clients are referred, or call in for services, which are the two basic ways to access services, an appointment is scheduled for a psychiatrist to perform a psychiatric evaluation that identifies target symptoms that can be managed with medication. Dosage of the medication needs to be titrated to the individual's biochemistry so there is symptom reduction at the lowest dosage level. A medical cost benefit judgment is being offered by the psychiatrist based on this evaluation. After the initial evaluation and prescription, follow-up visits are necessary to evaluate the efficacy of the medication, to monitor the client for side effects, to change or discontinue medication as necessary, and to educate the patient about the need for complying with the medication. If psychological problems are in need of attention, the psychiatrist will refer the client to a case manager or outpatient counselor. Evaluations and medication visits are also provided by a licensed ARNP under the supervision

of a credentialed psychiatrist as dictated by State statute and Circles of Care's medical staff policies.

Records are maintained at this facility for easy access. The treatment plan is ordered by the psychiatrist and the discharge readiness is based on the psychiatrist's judgment. The psychiatrist in charge of the case is supervised by the Chief of Medical Staff. Clinics are available at 1770 Cedar Street, Rockledge, 6700 U.S. Highway One, Titusville, and 2020 Commerce Drive, Melbourne.

ATTACHMENT A-1 – PROGRAM LOGIC MODEL

Agency Name: Circles of Care, Inc.

Program Name: Baker Act Mental Health Services

Focused Care Area: Brevard County

Have you made any changes to the program logic model? Yes No Date Revised: 10/05/2014

RESOURCES	ACTIVITIES	OUTPUTS	OUTCOMES	GOALS
<ul style="list-style-type: none"> • Executive Director • Chief of Medical Staff • 125 FTEs (including medical, licensed, other clinical, and non-degreed staff) • Adult Crisis Stabilization Unit (50 licensed beds) • Child Crisis Stabilization Unit (16 licensed beds) • 10,000 sq. ft. Outpatient Medical Facility (Melbourne) • 6,000 sq. ft. Outpatient Medical Facility (Rockledge) • 6,000 sq. ft. Outpatient Medical Facility (Titusville) • Central Florida Cares Health System • Brevard County Housing and Human Services 	<ul style="list-style-type: none"> • 24 Hour Emergency Screening and Referral Services for Voluntary and Involuntary mental health patients • Inpatient Psychiatric Services providing treatment under the supervision of a licensed physician who is Board eligible or Board Certified in Psychiatry • Outpatient Medical Services including medication management and evaluation 	<ul style="list-style-type: none"> • Quarterly report of inpatient discharges • Quarterly report of outpatient medical units • 9,000 unduplicated clients served annually • 14,000 outpatient medical service hours, annually • 3,500 inpatient discharges, annually 	<ul style="list-style-type: none"> • The median length of stay for inpatient admissions will be no more than four (4) days (Reported quarterly and based upon the inpatient discharges during the quarter). • 65% of inpatient clients served will live in a stable housing environment (based upon the numbers reported in Outcome #1 for each quarter). • At least 65% of (unduplicated) inpatient clients served will have at least one mental health outcome measure record during the fiscal year. 	<ul style="list-style-type: none"> • Contribute to public safety by stabilizing Brevard County residents with mental illness who represent an imminent danger to self/others in the least restrictive environment. • Reduce the inpatient recidivism of severe and acute episodes of mental illness and severe and persistent episodes of mental illness

ATTACHMENT B
ITEMIZED YEAR BUDGET 10/1/2015 – 9/30/2016

NAME OF ORGANIZATION: CIRCLES OF CARE, INC.

NAME OF PROGRAM: BAKER ACT MENTAL HEALTH SERVICES

BUDGETED SERVICE	BUDGET AMOUNT
Salaries and Benefits: % of 125.0 FTE's to provide baker act mental health services for clients (provides match for 26 Baker Act beds).	\$1,748,507
TOTAL	\$1,748,507

**ATTACHMENT C
CONDITIONS AND METHOD OF COMPENSATION
CIRCLES OF CARE, INC. – BAKER ACT/MENTAL HEALTH SERVICES**

The Contractor, Circles of Care, Inc., shall be paid a total sum not to exceed \$1,748,507.00 in General Revenue program funds for the services specified under this agreement. Compensation shall be allowed on a **cost reimbursement basis**.

In every case payment will be made subject to the receipt of the Request for Reimbursement form (Attachment D) specifying and certifying the expenses incurred and expended in conformance with this Agreement for the preceding *quarter* and that the Contractor is entitled to receive the amount requisitioned under the terms of this Agreement.

The final Reimbursement Request shall be submitted no later than October 20, 2016. Any General Revenue program funding covered by this agreement not expended for eligible activities by September 30, 2016, shall revert to the County.

The Contractor shall not request reimbursement from the County for services, which have been committed to be paid by another source of revenue.

The Contractor shall notify the County in writing within 15 days of execution of this Agreement of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

CONDITIONS OF REIMBURSEMENT:

Reimbursement is contingent upon:

- a) The receipt and approval of all documentation as required by this agreement.
- b) The satisfactory evaluation of the Contractor by the Housing and Human Services Department.
- c) Compliance with all other terms as stated in this Agreement.

METHOD OF REIMBURSEMENT REQUESTS: The Contractor shall comply with cost principles as established in **2 CFR Part 200 Subpart E for Non-Profit Organizations**. The following pertains to Requests for Reimbursement:

- a) The County shall reimburse the Contractor for all approved budgeted costs outlined in the Itemized Budget Form (Attachment B) as permitted by Federal, State, and County regulations and policies.
- b) The Request For Reimbursement Form (Attachment D) should be submitted with proper documentation attached, including, but not limited to, a copy of all invoices, times cards, computer printouts and checks, payroll information, reports or any other applicable information needed as determined by the Housing & Human Services Department staff for activities and materials for which reimbursement is requested.
- c) Requests for Reimbursement shall be submitted **quarterly**. Reimbursement requests must be submitted to the Housing and Human Services Department for approval within **twenty (20) calendar days after the end of the month** for which the Contractor is requesting reimbursement. Upon approval, Housing & Human Services Department staff shall authorize Brevard County Finance Department to make the applicable reimbursement.

ATTACHMENT D
HOUSING AND HUMAN SERVICES DEPARTMENT
REQUEST FOR REIMBURSEMENT FORM

REVIEWED BY:

CONTRACT/PROJECT MONITOR: Chris Valdyke

FINANCIAL APPROVAL: _____

BUSINESS AREA: 0001 COST CENTER: 200662 G.L. ACCOUNT: 5340000

VENDOR# 004355 P.O.#: _____ DOC.#: _____

AMOUNT: \$ _____

APPROVED FOR PAYMENT BY: _____

AUTHORIZED SIGNATURE

DATE

FUNDING SOURCE:	GENERAL REVENUE
NAME OF ORGANIZATION:	CIRCLES OF CARE, INC.
CONTACT PERSON:	WILLIAM L. VINTROUX VICE PRESIDENT, BUSINEES & FINANCE
PROGRAM ADDRESS:	400 EAST SHERIDAN ROAD, MELBOURNE, FL 32901
MAILING ADDRESS: <i>(if different from program address)</i>	
E-MAIL ADDRESS:	bvintroux@circlesofcare.org
TELEPHONE NUMBER:	(321) 722-5200 or (321) 726-2955
REQUEST DATE:	
REQUEST NUMBER:	
FINAL PAYMENT REQUEST:	YES / NO
FUNDS ARE HEREBY REQUESTED FOR THE FOLLOWING:	
▪ Salaries and Benefits	\$
▪ TOTAL AMOUNT TO BE PAID	\$
AUTHORIZED SIGNATURE:	

Period Covers October 1, 2015, to September 30, 2016.

REQUEST FOR REIMBURSEMENT / PAGE TWO

Salaries and Benefits Expense

# of Employees	Type of Service	Period Ending (Quarter)	Amount	

Total Amount Expended: \$

Summary:

- ◆ Total Budgeted \$1,748,507.00
- ◆ Total Previous \$ _____
- ◆ Total This Request \$ _____
- ◆ Remaining Funds \$ _____

YEAR TO DATE EXPENSES:

Previous Expenses \$ _____	Beginning Budget \$1,748,507.00
Current Expenses \$ _____	Total YTD Expenses \$ _____
Remaining Funds \$ _____	

REQUEST FOR REIMBURSEMENT / PAGE THREE

#	Date of Request	Amount Requested	Expended YTD	% YTD	Balance
					\$1,748,507.00
1					
2					
3					
4					

ATTACHMENT E
CIRCLES OF CARE, INC.
BAKER ACT MENTAL HEALTH SERVICES

BREVARD COUNTY
HOUSING AND HUMAN SERVICES DEPARTMENT
PERFORMANCE AND MEASURABLE OUTCOME REPORTS
(Reports must be submitted with each Request for Reimbursement)

Date: _____

Authorized Signature: _____

Title: _____

Is the program(s) meeting its expenditure goals? Yes ___ No ___

If no, provide an explanation as to why expenditure goals are not being met and plans for meeting these goals in the future.

Please state the progress achieved towards accomplishments outlined in your scope of services and/or measurable outcomes.

Please state any problem(s) your organization may be experiencing in regards to completing the accomplishments outlined in your scope of services and/or measurable outcomes, and a plan(s) to resolve the problem(s).

Has your organization experienced any (key) programmatic turnover? Yes ___ No ___

If yes, please explain.

Did the agency leverage funding this quarter? Yes ___ No ___

If yes, explain:

- Labor (hourly rate) \$ _____ X _____ Hours \$ _____
 - Equipment & Supplies \$ _____
 - Funding \$ _____
 - Etc. \$ _____
- Total Leveraged \$ _____

How did your agency measure customer satisfaction this month/quarter? _____
Please attach a summary of results/tools.

Has your organization provided 211 Brevard with the most current contact and program(s) information? *(Information must be updated every six (6) months).* Yes ___ No ___

Is technical assistance needed? Yes ___ No ___

If yes, in what area(s)

ATTACHMENT E
CIRCLES OF CARE, INC.
BAKER ACT MENTAL HEALTH SERVICES

FY 2015-2016 MEASURABLE OUTCOMES	OCT-DEC	JAN-MARCH	APRIL-JUNE	JULY-SEPT	YTD
3,500 inpatient psychiatric discharges annually.					
9,000 unduplicated clients receiving psychiatric services including inpatient, medication management and/or evaluation.					
The median length of stay for inpatient discharges will be no more than four (4) days (based upon the inpatient discharges, above in Outcome #1).					
65% of inpatient clients served will live in a stable housing environment (Stable Housing ÷ PERF Outcomes) ¹ .	%	%	%	%	%
65% of (unduplicated) inpatient clients served will have at least one mental health outcome measure record (Unique Patient Outcome ÷ All Patients) ² .	%	%	%	%	%

Signature: _____

Note: Report must be submitted along with your request for reimbursement within 20 calendar days after the end of the month/quarter for which you are requesting reimbursement!!!

¹ Mental health outcomes measures (PERF) are collected quarterly based on a client's anniversary date. Therefore, only a subset of the patients admitted during a specific quarter receive a PERF as a course of the admission. These PERFs are used to conduct this county Measurable Outcome each quarter. From the available PERFs the % of clients living in a stable housing environment is calculated.

² Mental health outcomes measures (PERF) are collected quarterly based on a client's anniversary date. Therefore, only a subset of the patients admitted during a specific quarter receive a PERF as a course of the admission. These PERFs are used to conduct this county Measurable Outcome each quarter. From the available PERFs, the % with at least one mental health outcome during the fiscal year is calculated.

ATTACHMENT F - EVALUATION PLAN

Agency Name: Circles of Care, Inc.

Program Name: Baker Act Mental Health Services

Focused Care Area: Brevard County

Have you made any changes to the evaluation plan? Yes No Date Revised: 8/27/2013

OUTCOMES	INDICATORS	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SAMPLE SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
1. Maintain median length of stay in a CSU / Inpatient unit to no more than 4 days	The median length of stay for all Baker Act discharges will be no more than 4 days.	Inpatient claims database	Entire population	<ul style="list-style-type: none"> Monthly data reporting; Quarterly performance outcome report
2. Increase the percent of clients who live in stable housing environments (based on post admission assessments)	At least 65% of inpatient clients served will live in a stable housing environment (as a measure of functional status).	Pre/Post Florida Mental Health Outcomes (a standard state of Florida outcome assessment for the Department of Children and Families)	Entire population	<ul style="list-style-type: none"> Quarterly administration based on patient anniversary date; Quarterly performance outcome report
3. Increase the % of clients served who will have at least one corresponding mental health outcome measure record (FL DCF Outcome Measure)	At least 65% of (unduplicated) inpatient clients served will have at least one mental health outcome measure record during the fiscal year.	Pre/Post Florida Mental Health Outcomes (a standard state of Florida outcome assessment for the Department of Children and Families)	Entire population	<ul style="list-style-type: none"> Quarterly administration based on patient anniversary date; Quarterly performance outcome report

**GENERAL REVENUE AGREEMENT
BETWEEN
BREVARD COUNTY
AND
CROSSWINDS YOUTH SERVICES, INC.**

THIS AGREEMENT by and between the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter the County), and **Crosswinds Youth Services Inc.**, a business having its primary business location at **1407 Dixon Blvd., Cocoa, FL 32922**.

WITNESSETH:

WHEREAS, the County is desirous of obtaining the services of a **Brevard County Juvenile Assessment Center**, and

WHEREAS, the provision of such services shall mutually benefit the parties hereto and the residents of Brevard County, Florida.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **SCOPE OF THE SERVICE/WORK:** The Contractor shall furnish all personnel, labor, materials, equipment, machinery, tools, apparatus and transportation to perform all services specified in **Attachments A and A-1** (attached hereto and made a part hereof by this reference), hereinafter referred to as services.
2. **TERM:** The term of the Agreement shall begin **October 1, 2015**, and continue through **September 30, 2016**.
3. **COMPENSATION – AMOUNT AND METHOD:** For the work the Contractor provides under this Agreement, the County shall pay the Contractor an amount not to exceed **\$208,815.00** as identified in **Itemized Costs Budget (Attachment B)**. The Contractor shall be entitled to payment on a reimbursement basis as provided in **Conditions and Methods of Compensation (Attachment C)**, to this Agreement and made a part of this Agreement by this reference. All invoices are due on the 20th or twenty (20) calendar days after the end of the month for which the Contract is requesting reimbursement. The County reserves the right to deduct from any Contractor invoices an amount for nonconforming or other work not included in the Scope of Services for those items outlined in Sec. 16(d), and for work not provided but invoiced. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

The Contractor shall use the County's designated **Request for Reimbursement Form (Attachment D)** to request payment. The Contractor shall request reimbursement on a **monthly** basis as provided. The **Performance and Measurable Outcome Report (Attachments E)** shall be completed and submitted with each Request for Reimbursement form.

In addition to the above, each Request for Reimbursement form shall be accompanied by such documentation or data in support of expenses for which payment is sought, as the County may require. Each invoice shall bear the signature of the Contractor or his/her representative, which signature shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level as required in this agreement, have served a public purpose, have properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this agreement and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld.

The Contractor's final Request for Reimbursement is due on October 20, 2016.

4. **PROCUREMENT PROCEDURES.** The Contractor agrees to utilize the procurement procedures already established by the Contractor when purchasing eligible budgeted materials or services for said Contractor. If no formal procedures exist for the Contractor, the following County procedures should be utilized (if applicable):
 - (a). If the purchase amount is less than \$1,000; no formal purchase procedures are required.
 - (b). If the purchase amount is \$1,000 or more, the Contractor shall solicit formal written bids from a minimum of three (3) vendors.

(c) The Contractor shall maintain sufficient records to detail the significant history of procurement. These records shall include, but are not limited to: rationale for the method of procurement, selection of vendor and basis for the solicited prices. The Contractor shall encourage the solicitation of quotations for purchases from minority- and women-owned business enterprises.

5. **INDEMNIFICATION:** The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused, in part, by a party indemnified there under. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial Contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

6. **MODIFICATIONS TO CONTRACT:** This Agreement, together with any attachments, task assignments and schedules constitute the entire Agreement between the County and the Contractor and supersedes all prior written or oral understandings. This Agreement and any attachments, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto. The Director of Housing and Human Services shall have authority to execute modifications up to \$24,999. For any modification that exceeds \$24,999.00, the Chair of the Board of County Commissioners or County Manager shall have the authority to execute the modification.

7. **INSURANCE:** The Contractor shall keep in force and at all times maintain during the term of this Agreement:

(a). **General Liability Insurance:** General Liability with combined single limits of not less than One Million Dollars \$1,000,000 for Bodily Injury and Property Damage per accident.

(b). **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars \$1,000,000 combined single limits for Bodily Injury and Property Damage per accident.

(c). **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law shall be provided.

(d). **Professional Liability Insurance:** In the event that the Agreement involves professional or consulting services, in addition to the aforementioned insurance requirements, the contractor shall also be protected by a Professional Liability Insurance Policy, with limits of not less than One Million Dollars \$1,000,000.00.

(e). **Insurance Certificates:** The Contractor shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

8. **ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

9. **GOVERNING LAW:** This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

10. **COMPLIANCE WITH STATUTES:** It shall be the Contractor's responsibility to be aware of and comply with all federal, state and local laws.

11. **COMPLIANCE WITH ADA OF 1990:** The Contractor must comply with the American with Disabilities Act of 1990 (PL101 -336), as amended and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the County from and against and any and all liability for any noncompliance on the part of the Contractor.

12. **VENUE:** Venue for any legal action by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

13. **ASSIGNMENTS:** Contractor shall not assign any portion of this Agreement without the written permission of the County.

14. **TERMINATION:** If party fails or refuses to perform any of the provisions of this Agreement or otherwise fails to timely satisfy the Agreement provisions, either may notify the other party in writing of the nonperformance and terminate the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. Such termination is effective upon the party's receipt of the Notice of Termination. Any work completed or services provided prior to the date of termination shall, at the option of the County, become the property of the County. The County is only responsible for payment for services provided prior to the effective date of termination. The County may also terminate this Agreement with twenty-four (24) hours written notice based upon our availability of funds as determined by evaluation of the departmental expenditure goals and regulatory compliance by the Director, Housing & Human Services Department.

If applicable, if Contractor is providing services for another Entity, in accordance with the Scope of Service/Work outlined in paragraph 1, Contractor and Entity shall have a separate contract or agreement outlining the terms and conditions of the services the Contractor will be providing. In the event the contract between Contractor and entity is terminated, cancelled, or otherwise because unenforceable, this contract shall be immediately terminated. The County shall send the Contractor a Notice of Termination effective the same date as the termination date of the contract between Contractor and entity. Contractor shall receive payment for all work performed up to the date of the termination of the contract between Contractor and the County.

15. **INDEPENDENT CONTRACTOR:** The Contractor shall perform the services under this Agreement as an independent Contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the County.

16. **RECORDS AND REPORTS:** In the performance of this Agreement, the Contractor shall comply with the following terms, if applicable:

(a). **RIGHT TO AUDIT:** The Contractor shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Contractor for a period of five (5) years after termination of this Agreement. All records, books and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by Contractor in the United States or any other country. All records or documents created by the County or provided to Crosswinds Youth Services, Inc. by the County in connection with activities or services provided by The Crosswinds Youth Services, Inc. under the terms of this agreement, are public records and Crosswinds Youth Services, Inc. agrees to comply with any request for such public records or documents made in accordance with section 119.07 Florida Statutes.

(b). **AUDIT REQUIREMENTS:** If Crosswinds Youth Services, Inc. is a local government or a non-profit organization as defined in 2 CFR Part 200 Subpart F, as revised, and in the event that Crosswinds Youth Services, Inc. expends \$750,000 or more in Federal awards in its fiscal year, Crosswinds Youth Services, Inc. must have a single or program-specific audit conducted in accordance with the Single Audit Act Amendments of 1996, and 2 CFR Part 200 Subpart F, as revised. In determining the Federal awards expended in its fiscal year, Crosswinds Youth Services, Inc. shall consider all sources of Federal awards, including Federal resources received from the County. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200 Subpart F, as revised. An audit of the Operating Agency conducted by an independent certified public accountant (IPA) licensed under Chapter 473, Florida Statutes, in accordance with the provisions of 2 CFR Part 200 Subpart F, as revised, will meet the requirements of this paragraph. If the Operating Agency Inc. expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 Subpart F, as revised, is not required. In the event that the Agency. expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 Subpart F, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from the Operating Agency's resources obtained from other than Federal entities).

In accordance with 2 CFR Part 200 Subpart F, as revised, if applicable, Crosswinds Youth Services, Inc. shall submit to the County a copy of the audit and all related responses within one hundred twenty (120) days after termination of this Agreement. If unable to

meet the audit deadline, the Operating Agency must submit a written request for an extension approval by the Director of Housing & Human Services Department to the following address:

Brevard County Housing and Human Services Department
Ian Golden, Director
2725 Judge Fran Jamieson Way, Building B
Viera, Florida 32940

The Contractor shall also provide the County with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement. The Contractor is requested to provide copies of any monitoring conducted during the term of this Agreement, conducted by any agency or agent, and agency responses to such audits or monitoring within 30 days of receipt in order to facilitate county monitoring requirements. All information shall be sent to address as shown above.

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the County or its designee, the Comptroller, or the Funding Agency access to such records upon request. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved. The agency shall ensure that audit working papers are made available to the County, or its designee, the Comptroller, or Funding Agency upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the County.

In the event the audit shows that any or all of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Contractor shall reimburse the County of all such funds within thirty (30) days after the County has notified the Contractor in writing of such noncompliance.

(c). **MONITORING:** The County will conduct periodic administrative, programmatic and financial monitoring to assess the Contractor's performance and compliance with this contract and applicable federal and state laws, rules and local policies and procedures. The Contractor shall permit persons duly authorized by the County to inspect any records, papers, documents, electronic documents, facilities, goods and services of the Contractor that are relevant to this Contract, and interview any clients and employees of the Contractor under such conditions as the County deems appropriate. Following such inspection, the County will deliver to the Contractor a list of its findings/concerns, including deficiencies regarding the manner in which said goods and services are provided. The Contractor shall rectify all noted deficiencies specified by the County within the specified period of time set forth in the County's Monitoring Report. The Contractor's failure to correct these deficiencies within the time specified by the County may result in the withholding of payments, being deemed in breach or default, and/or termination of this Contract.

(d). **REPORTS:** The Contractor shall submit monthly reports within twenty (20) calendar days after the end of the month for which the Contractor is requesting reimbursement using Performance & Measurable Outcome Reports Form (Attachment E) and Evaluation Plan (Attachment F) to assist the County in determining whether measurable outcomes are being met. **All reports are due on the 20th or twenty (20) calendar days after the end of the month for which the Contract is requesting reimbursement.** Brevard County reserves the right to withhold ten percent (10%) of each payment request due to the Contractor, for failure to meet outcomes or failure to submit required monthly reports in a timely manner. Any withheld amount will be remitted to the Contractor upon receipt of documentation that outcomes are being met or upon receipt of the required monthly reports.

17. **PUBLIC RECORDS:** For the purposes of this section, the term:

(a). "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b). "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a). Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b). Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d). Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

18. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act (INA). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

19. **FEDERAL TAX ID NUMBER:** The Contractor shall provide to the County their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

20. **CONFLICT OF INTEREST:**

(a). The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this Agreement without written consent from the County.

(b). The Contractor shall not accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements.

(c). The Contractor shall not award a contract or subcontract under this Agreement to any company who the Contractor has a financial or any other interest in, including but not limited to employing an employee of the Contractor or any member of an employee's, agents, or officer's immediate family.

(d). No Contractor, including officers, employees, agents, consultants or elected or appointed officials, may occupy a unit unless approved by the County.

21. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a 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 a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

22. **INFORMATION RELEASE/GRANTOR RECOGNITION:** News releases, publicity releases, or advertisements relating to this Agreement or the tasks or projects associated with the project, shall be submitted in writing to the County and be approved in advance of any release or publication. Any release or advertisement advertising or publicizing the lease shall be approved by the County in advance. Releases shall identify the funding entity as well as the funding source.

23. **DEBARMENT AND SUSPENSION:** Brevard County will not intentionally award contracts to any agency or its Contractors and/or subcontractors that:

(a). Have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local Department or agency;

(b). Have, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c). Are presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) above; and

(d). Have, within a three (3) year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

(e). **Crosswinds Youth Services, Inc.** has provided the County with a Certification Regarding Debarment and Suspension. In accordance with the Certification Regarding Debarment and Suspension **Crosswinds Youth Services, Inc.** will provide the County with the same document completed for all lower tier covered transactions, such as transactions with sub-grantees and/or Contractors and/or subcontractors, and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

24. **CONSTRUCTION OF AGREEMENT:** The parties hereby acknowledge that they fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

25. **SEVERABILITY:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

26. **ATTACHMENTS:** In the performance of this Agreement, the Contractor shall comply with the following attachments:

- | | |
|-----------------------|---|
| Attachment A: | Scope of Service |
| Attachment A1: | Program Logic Model |
| Attachment B: | Itemized Budget |
| Attachment C: | Conditions and Methods of Compensation |
| Attachment D: | Request for Reimbursement Form |
| Attachment E: | Performance and Measurable Outcome Reports |
| Attachment F: | Evaluation Plan |

27. **NOTICE:** Please notify the County if your organization is experiencing any (key) programmatic turnover. Notice under this Agreement shall be given by certified mail or hand delivery as follows: Mr. Ian Golden, Director, Housing and Human Services Department, 2725 Fran Jamieson Way, Building B, Viera, Florida, 32940 and Notice shall be given to the Contractor by certified mail or hand delivery as follows: Ms. Jan Lokay, President/CEO, Crosswinds Youth Services, Inc., 1407 Dixon Blvd., FL 32922.

SPACE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

REVIEWED FOR LEGAL FORM AND CONTENT:

By: Becky Behl-Hill
Becky Behl-Hill, Assistant County Attorney

Date: 9/23/15

ATTEST:

Scott Ellis
Scott Ellis, Clerk



BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

Robin Fisher
Robin Fisher, Chairman

Date: 9/28/15

WITNESS:

Lynn F. Cowart
Signature
LYNN F. COWART, CFO
Name and Title, Typed or Printed

CONTRACTOR

By: Jan Lokay
Signature
Date: 10/23/2015

Ms. Jan Lokay, President/CEO
Name & Title, Typed or Printed

Crosswinds Youth Services, Inc.
Name of Company

1407 Dixon Blvd.
Mailing Address

Cocoa, FL 32922
City, State, Zip Code

(321) 452-0800
Area Code/Telephone Number

ATTACHMENT A
SCOPE OF SERVICE
BREVARD COUNTY JUVENILE ASSESSMENT CENTER PROGRAM

The Brevard County Juvenile Assessment Center (JAC) will provide annually services to a minimum of 750 delinquent and/or troubled youth under the age of 18. Services will be provided 24 hours, 7 days a week and may include, as necessary, screening, assessment and referral. Services will be provided at 1407 Dixon Blvd., Cocoa for youth who are arrested, but not detainable, or picked up by law enforcement, or issued a Civil Citation, as well as any youth in need of immediate crisis intervention and/or emergency shelter. This is a non-secure facility.

The JAC's goal is to ensure that all Brevard County youth in need of services, including those who are arrested but non-detainable and those at risk of delinquency, receive a comprehensive assessment and/or referrals for services, as necessary. The only youth who will not be accepted are youth in need of immediate medical, mental health, substance abuse treatment or detainable after arrest. After a youth is cleared medically or psychiatrically, they can be served at the JAC.

The JAC will also provide services for any youth in need of emergency shelter and/or crisis intervention including those who have run away, are truant, ungovernable, or homeless (status offenders) or are in the midst of a serious family conflict or domestic violence situation. Youth may be brought in by law enforcement, parents, or other referral source or be self-referred.

Key Components/Strategies

Key components/strategies of the proposed JAC model include:

Central point of entry for coordinated service delivery: The JAC will provide a central point of entry, for both delinquent and at-risk youth and their families. A central point of entry helps reduce service duplication, increases efficiency and improves community access.

Immediate and comprehensive assessment: Comprehensive assessment at the JAC will provide an opportunity to assess youth during an at-risk point in their life, enhance service coordination among providers and reduce duplication of assessment services by integrating tools usually used across multiple systems (e.g., mental health, substance abuse treatment, juvenile justice). An effective assessment will follow the youth throughout service delivery and lead to more appropriate recommendations, as relevant, in the youth's predisposition report (PDR) prepared by the DJJ probation officer and more informed decisions by the State Attorney's office and juvenile court judge.

Central point of delivery and contact for law enforcement: The JAC will provide 24 hour, 7 day a week availability of JAC staff. The process of dropping off a juvenile will be completed in less than 15 minutes, thereby reducing the time law enforcement spends supervising juveniles.

Centralized data collection system: Data collected at the JAC will provide centralized information on the various populations of youth served, the type of offenses and a history of services provided.

Community Impact - Throughout the key components described above, JAC services will provide the following benefits:

- Several hundred at-risk youth will have the opportunity to have a screening and/or assessment.
- Increase appropriate services delivery for youth.
- Provide timely services for families.
- Reduce Law Enforcement downtime.
- Effectively identify youth at highest risk of delinquency.
- Reduce the number of youth offenders.
- Promote efficient use of funds.

ATTACHMENT A-1 – PROGRAM LOGIC MODEL

Agency Name: Crosswinds Youth Services, Inc.

Program Name: Brevard County Juvenile Assessment Center

Focused Care Area: Brevard County

Have you made any changes to the program logic model? **Yes** **No** **Date Revised:** 08/20/15

RESOURCES	ACTIVITIES	OUTPUTS	OUTCOMES	GOALS
<p>Service Provider Crosswinds</p> <p>Program Setting Crosswinds, Cocoa</p> <p>Collaborations Dept of Juvenile Justice</p> <p>Substance, Mental & Physical -Health Providers</p> <p>Faith-Based Organizations</p> <p>Delinquency Prevention and other Community Based Organizations</p> <p>Office of the State Attorney and the Public Defender</p> <p>Juvenile Court</p> <p>Brevard Public Schools</p>	<p>24 hour drop off</p> <p>Screening</p> <p>Comprehensive Assessment</p> <p>Service Linkage</p> <p>Follow-up Services</p>	<p>Programming 365 days a year, 24 hours a day</p> <p>A minimum of 750 referrals will be processed during the year</p> <p>A minimum of 260 youth will receive a JAC comprehensive assessment</p> <p>A minimum of 182 youth will be linked to services</p> <p>A minimum of 150 youth who received NTR/CC services will not offend while receiving services</p> <p>A minimum of 105 youth who received NTR/CC services will not offend for a period of 6 months after service</p>	<p>Ensure accessibility to law enforcement officers to youth services through availability of a 24/7/365 location.</p> <p>Reduce law enforcement downtime through a reliable quick drop off.</p> <p>Ensure some at risk youth in Brevard County have the opportunity to have a comprehensive assessment.</p> <p>Provide timely services for families.</p>	<p>Safer communities and reduce crime by:</p> <p>Allowing law enforcement to spend more time in their communities on law enforcement duties and minimize the time spent supervising juveniles.</p> <p>Intervening quickly and effectively with delinquent and at-risk youth in the community.</p>

<p>Community Factors Law Enforcement Court System Area Schools Families/Youth Service Technologies Notice to Report form Civil Citation Comprehensive Assessment Service Linkage Screening Form Funding Sources Brevard County Board of County Commissioners Crosswinds Youth Services</p>		<p>A minimum of 165 youth/families will report that they are satisfied with services.</p>		
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ATTACHMENT B
ITEMIZED YEAR BUDGET

Date Revised: 08/20/2015

NAME OF ORGANIZATION: Crosswinds Youth Services, Inc.

NAME OF PROGRAM: Brevard County Juvenile Assessment Center

BUDGETED SERVICE	ITEM BUDGET AMOUNT
Salaries:	
Chief Operating Officer	\$ 4,305.00
JAC Coordinator/Law Enforcement Liaison	\$44,290.00
Counselor	\$30,000.00
Counselor	\$14,000.00
Program Assistant	\$13,520.00
Youth Care Worker	\$22,220.00
Subtotal:	<u>\$128,335.00</u>
Fringe Benefits	\$15,470.00
Travel (local) 600 miles per month @ \$0.38 per mile	\$2,500.00
Training	\$ 200.00
Office Supplies and Printing	\$6,500.00
Insurance (Liability, Property & Auto Insurance)	\$10,750.00
Occupancy & Related:	
Rent	\$11,400.00
Utilities	\$10,450.00
Janitorial	\$1,070.00
Lawn Maintenance	\$1,300.00
Maintenance and Repairs	\$1,200.00
Subtotal:	<u>\$25,420.00</u>
Telephone (land line, internet, and cellular)	\$3,000.00
G & A Allocation - Indirect Costs	\$16,640.00
TOTAL	<u>\$208,815.00</u>

ATTACHMENT C
CONDITIONS AND METHOD OF COMPENSATION

CROSSWINDS YOUTH SERVICES, INC.
BREVARD COUNTY JUVENILE ASSESSMENT CENTER

The Contractor, Crosswinds Youth Services, Inc., shall be paid a total sum not to exceed \$208,815.00 in General Revenue program funds for the services specified under this agreement. Compensation shall be allowed on a cost reimbursement basis.

In every case payment will be made subject to the receipt of the Request for Reimbursement form (Attachment D), specifying and certifying the expenses incurred and expended in conformance with this Agreement for the preceding month and that the Contractor is entitled to receive the amount requisitioned under the terms of this Agreement.

The final Reimbursement Request shall be submitted no later than October 20, 2016, Any General Revenue program funding covered by this agreement not expended for eligible activities by September 30, 2016, shall revert to the County.

The Contractor shall not request reimbursement from the County for services, which have been committed to be paid by another source of revenue.

The Contractor shall notify the County in writing within 15 days of execution of this Agreement of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

CONDITIONS OF REIMBURSEMENT:

Reimbursement is contingent upon:

- a) The receipt and approval of all documentation as required by this agreement.
- b) The satisfactory evaluation of the Contractor by the Housing and Human Services Department.
- c) Compliance with all other terms as stated in this Agreement.

METHOD OF REIMBURSEMENT REQUESTS: The Contractor shall comply with cost principles as established in **2 CFR Part 200 Subpart E for Non-Profit Organizations**. The following pertains to Requests for Reimbursement:

- a) The County shall reimburse the Contractor for all approved budgeted costs outlined in the Itemized Budget Form (Attachment B), as permitted by Federal, State, and County regulations and policies.
- b) The Request for Reimbursement Form (Attachment D) should be submitted with proper documentation attached, including, but not limited to, a copy of all invoices, times cards, computer printouts and checks, payroll information, reports or any other applicable information needed as determined by the Housing & Human Services Department staff for activities and materials for which reimbursement is requested.
- c) Requests for Reimbursement shall be submitted **monthly**. Reimbursement requests must be submitted to the Housing and Human Services Department for approval within **twenty (20) calendar days after the end of the month** for which the Contractor is requesting reimbursement. Upon approval, Housing & Human Services Department staff shall authorize Brevard County Finance Department to make the applicable reimbursement.

ATTACHMENT D
HOUSING AND HUMAN SERVICES DEPARTMENT
REQUEST FOR REIMBURSEMENT FORM

REVIEWED BY:	
CONTRACT/PROJECT MONITOR: Chris Valdyke	
FINANCIAL APPROVAL: _____	
BUSINESS AREA: <u>1413</u>	COST CENTER: <u>290051</u>
G.L. ACCOUNT: <u>5340000</u>	
VENDOR# <u>007147</u>	P.O.#: _____
DOC.#: _____	
AMOUNT: \$ _____	
APPROVED FOR PAYMENT BY: _____	
AUTHORIZED SIGNATURE	
DATE	
FUNDING SOURCE:	GENERAL REVENUE
NAME OF ORGANIZATION:	CROSSWINDS YOUTH SERVICES, INC.
CONTACT PERSON:	LYNN COWART, CFO
PROGRAM ADDRESS:	1407 DIXON BLVD, COCOA, FL 32922
MAILING ADDRESS: (if different from program address)	
E-MAIL ADDRESS:	Lynn.cowart@crosswindseyouthservices.org
TELEPHONE NUMBER:	(321) 452-0800
REQUEST DATE:	
REQUEST NUMBER:	
FINAL PAYMENT REQUEST:	YES / NO
FUNDS ARE HEREBY REQUESTED FOR THE FOLLOWING:	
• Salaries	\$0.00
• Fringe Benefits	\$0.00
• Travel	\$0.00
• Training	\$0.00
• Office Supplies Expense	\$0.00
• Insurance	\$0.00
• Telephone	\$0.00
• Occupancy and Related Expenses	\$0.00
• G & A Allocation Expenses	\$0.00
• TOTAL AMOUNT TO BE PAID	\$0.00
AUTHORIZED SIGNATURE:	

Contract period covers October 1, 2015, to September 30, 2016

REQUEST FOR REIMBURSEMENT / PAGE THREE

Fringe Benefits Expense

Employee/Title	Period Ending	Check Date	Check No.	Amount

Total Amount Expended: \$0.00

Summary:

- ◆ Total Budgeted \$21,128.00
- ◆ Total Previous \$0.00
- ◆ Total This Request \$0.00
- ◆ Remaining Funds \$21,128.00

Travel Expense

Employee/Title	Date of Travel	Check No.	Check Date	Amount

Total Amount Expended: \$0.00

Summary:

- ◆ Total Budgeted \$2,736.00
- ◆ Total Previous \$0.00
- ◆ Total This Request \$0.00
- ◆ Remaining Funds \$2,736.00

REQUEST FOR REIMBURSEMENT / PAGE FOUR

Training Expense

Employee/Title	Date of Travel	Check No.	Check Date	Amount

Total Amount Expended: \$0.00

Summary:

- ◆ Total Budgeted \$200.00
- ◆ Total Previous \$0.00
- ◆ Total This Request \$0.00
- ◆ Remaining Funds \$200.00

Office Supplies and Printing Expense

Vendor	Invoice Date	Invoice No.	Check No.	Amount

Total Amount Expended: \$0.00

Summary:

- ◆ Total Budgeted \$5,500.00
- ◆ Total Previous \$0.00
- ◆ Total This Request \$0.00
- ◆ Remaining Funds \$5,500.00

REQUEST FOR REIMBURSEMENT / PAGE FIVE

Insurance Expenses

Vendor	Invoice Date	Invoice No.	Check No.	Amount

Total Amount Expended: \$0.00

Summary:

- ◆ Total Budgeted \$12,396.00
- ◆ Total Previous \$0.00
- ◆ Total This Request \$0.00
- ◆ Remaining Funds \$12,396.00

Telephone Expenses

Vendor	Invoice Date	Invoice No.	Check No.	Amount

Total Amount Expended: \$0.00

Summary:

- ◆ Total Budgeted \$4,000.00
- ◆ Total Previous \$0.00
- ◆ Total This Request \$0.00
- ◆ Remaining Funds \$4,000.00

REQUEST FOR REIMBURSEMENT / PAGE SIX

Occupancy and Related Expenses

Vendor	Invoice Date	Invoice No.	Check No.	Amount

Total Amount Expended: \$0.00
 Summary:
 ♦ Total Budgeted \$25,796.00
 ♦ Total Previous \$0.00
 ♦ Total This Request \$0.00
 ♦ Remaining Funds \$25,796.00

G & A Allocation Expenses

Vendor	Period Ending	Check Date	Check No.	Amount

Total Amount Expended: \$0.00
 Summary:
 ♦ Total Budgeted \$16,640.00
 ♦ Total Previous \$0.00
 ♦ Total This Request \$0.00
 ♦ Remaining Funds \$16,640.00

YEAR TO DATE EXPENSES:

Previous Expenses:	\$0.00	Beginning Budget:	\$208,815.00
Current Expenses:	\$0.00	Total YTD Expenses:	\$0.00
Remaining Funds:	\$208,815.00		

REQUEST FOR REIMBURSEMENT / PAGE SEVEN

#	Date of Request	Amount Requested	Expended YTD	% YTD	Balance YTD
					208,815.00
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

ATTACHMENT E

CROSSWINDS YOUTH SERVICES, INC.
BREVARD COUNTY JUVENILE ASSESSMENT CENTER

BREVARD COUNTY
HOUSING AND HUMAN SERVICES DEPARTMENT
PERFORMANCE AND MEASURABLE OUTCOME REPORTS
(Reports must be submitted with each Request for Reimbursement)

Date: _____

Authorized Signature: _____

Title: _____

Is the program(s) meeting its expenditure goals? Yes ___ No ___

If no, provide an explanation as to why expenditure goals are not being met and plans for meeting these goals in the future.

Please state the progress achieved towards accomplishments outlined in your scope of services and/or measurable outcomes.

Please state any problem(s) your organization may be experiencing in regards to completing the accomplishments outlined in your scope of services and/or measurable outcomes, and a plan(s) to resolve the problem(s).

Has your organization experienced any (key) programmatic turnover? Yes ___ No ___
If yes, please explain.

Did the agency leverage funding this quarter? Yes ___ No ___
If yes, explain:

- Labor (hourly rate) \$ _____ X _____ Hours \$ _____
 - Equipment & Supplies \$ _____
 - Funding \$ _____
 - Etc. \$ _____
- Total Leveraged \$ _____

How did your agency measure customer satisfaction this month/quarter? _____
Please attach a summary of results/tools.

Has your organization provided 211 Brevard with the most current contact and program(s) information? *(Information must be updated every six (6) months).* Yes ___ No ___

Is technical assistance needed? Yes ___ No ___
If yes, in what area(s) _____

**ATTACHMENT E
CROSSWINDS YOUTH SERVICES, INC.
BREVARD COUNTY JUVENILE ASSESSMENT CENTER**

FY 2015/2016 MEASURABLE OUTCOMES	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	YTD
750 or 100% of youth/families reported and referred will be offered services to include screening, assessment and service linkage.													0
750 or 100% of youth referred to the JAC will be offered services within 72 hours of referral.													0
182 or 70% of a minimum of 260 families receiving a comprehensive JAC assessment will be linked to appropriate services within 14 days of assessment.													0
235 or 90% of 260 youth/families report that services were received in timely manner.													0
165 or 90% of 182 youth linked to services will receive a 30 day follow-up.													0
165 or 90% of 182 families will report that referrals or service linkage were appropriate and helpful.													0
150 or 80% of 182 youth who received NTR/CC services will not offend while receiving services.													0
105 or 70% of 150 youth who received NTR/CC services will not offend for a period of 6 months after service.													0

Signature: _____

Note: Report must be submitted along with your request for reimbursement within 20 calendar days after the end of the month/quarter for which you are requesting reimbursement.

ATTACHMENT F - EVALUATION PLAN

Agency Name: Crosswinds Youth Services, Inc.

Program Name: Brevard County Juvenile Assessment Center

Focused Care Area: Brevard County

Have you made any changes to the evaluation plan? Yes No Date Revised: 08/19/2015

OUTCOMES	INDICATORS	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SAMPLE SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
1. Ensure high risk youth in Brevard County have the opportunity for a timely comprehensive assessment.	1.1 100% (750 of 750) of youth and families, who have been reported to the JAC by law enforcement and community referrals will be offered services to include screening, assessment and service linkage.	1.1 Program Database	1.1 All youth referred to the JAC.	1.1 Compiled and reported monthly.
	1.2 100% (750 of 750) of youth referred to the JAC will be offered services within 72 hours of referral.	1.2 Program Database	1.2 All youth referred to the JAC.	1.2 Compiled and reported monthly.
	1.3 90% (235 of 260) of youth and families will report they were able to get services in a reasonable amount of time.	1.3 Service Satisfaction Survey	1.3 Youth and families receiving an assessment.	1.3 Compiled and reported monthly.

ATTACHMENT F- EVALUATION PLAN (CONTINUED)

<p>2. Youth and families will be linked quickly to needed and appropriate services.</p>	<p>2.1 70% (182 of 260) of families receiving a JAC comprehensive assessment will be linked to appropriate services within 14 days of assessment. 2.2 90% (165 of 182) of youth linked to services will receive a 30 day follow-up. 2.3 90% (165 of 182) of youth and families will report the referrals made were appropriate and helpful.</p>	<p>2.1 Program Database 2.2 30 day follow-up contact. 2.3 Service Satisfaction Survey</p>	<p>2.1 All youth receiving a JAC comprehensive assessment. 2.2 All youth referred for services. 2.3 Youth and families linked to services.</p>	<p>2.1 Compiled and reported monthly. 2.2 Compiled and reported monthly. 2.3 Compiled and reported monthly.</p>
<p>3. Reduce juvenile delinquency.</p>	<p>3.1 A minimum of 80% (150 of 182) of youth who received NTR/CC services will not offend while receiving services. 3.2 A minimum of 70% (105 of 150) of youth who received NTR/CC services will not re-offend for a period of 6 months after service.</p>	<p>3.1 Juvenile Justice Information System (JJIS) 3.2 Juvenile Justice Information System (JJIS)</p>	<p>3.1 Youth referred for services. 3.2 Youth referred for services.</p>	<p>3.1 Compiled and reported monthly. 3.2 Compiled and reported monthly.</p>