



MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: Guidance/Care Center

Effective Date: 10/01/15

Expiration Date: 9/30/16

Contract Purpose/Description: Provides funding for Baker Act transportation and community transportation for the disadvantaged in Monroe County.

Contract Manager: Laura deLoach-Hartle  
(Name)

4482  
(Ext.)

OMB/Grants  
(Department)

for BOCC meeting on 11/17/2015

Agenda Deadline: 11/03/2015

CONTRACT COSTS

Total Dollar Value of Contract: \$186,424.00

Current Year Portion: \$186,424.00

Comm. Trnsp. Coord. (Match): \$41,424.00

Baker Act Trnsp.: \$145,000.00

Budgeted? Yes  No

Account Codes: 001-01509-530340- - - -

Grant: \$0.00

001-045903-530340- - - -

County Match: \$       

- - - - -

ADDITIONAL COSTS

Estimated Ongoing Costs: \$       /yr

For:       

(Not included in dollar value above)

(e.g. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Changes		Reviewer	Date Out
	Date In	Needed		
Dept. Director	<u>11/3/15</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>11/3/15</u>
Risk Management	<u>11/3/15</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>11/3/15</u>
O.M.B./Purchasing	<u>11/3/15</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Christina Brickell</u>	<u>11/3/15</u>
County Attorney	<u>10/30/15</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Christine Hilbert Bernards</u>	<u>11/3/15</u>
Comments:	<u>      </u>			

## AGREEMENT

This Agreement is made and entered into this 17<sup>th</sup> day of November, 2015, between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, hereinafter referred to as "Board" or "County," and the Guidance/Care Center, hereinafter referred to as "Provider."

WHEREAS, the PROVIDER is a not-for-profit corporation established to provide transportation services to the citizens of Monroe County, and

WHEREAS, it is a legitimate public purpose to provide transportation services to the residents of Monroe County, now, therefore,

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

### **FUNDING**

**1. AMOUNT OF AGREEMENT.** The Board, in consideration of the PROVIDER substantially and satisfactorily performing and carrying out the duties of the Board, shall reimburse the PROVIDER for providing transportation services as billed by the PROVIDER for clients qualifying for such services under applicable state and federal regulations and eligibility determination procedures. The cost shall not exceed a total reimbursement of ONE HUNDRED EIGHTY SIX THOUSAND FOUR HUNDRED TWENTY FOUR DOLLARS (\$186,424.00), during the fiscal year 2016, payable as follows:

a) the sum of ONE HUNDRED FORTY FIVE THOUSAND DOLLARS (\$145,000.00) for Baker Act transportation services pursuant to Chapter 394, Florida Statutes; and

b) the sum of FORTY ONE THOUSAND FOUR HUNDRED TWENTY FOUR DOLLARS (\$41,424.00), for Community Transportation Coordinator-related transportation services to residents of Monroe County.

**2. TERM.** This Agreement shall commence on October 1, 2015, and terminate September 30, 2016, unless earlier terminated pursuant to other provisions herein.

**3. PAYMENT.** Payment for Baker Act and Marchman Act transportation services shall be made according to the rate schedule set forth in Attachment D, subject to the maximum amounts set forth in Paragraph 1. a. above. Billing Summary Forms, certified monthly financial and service load reports will be made available to the Board to validate the delivery of services under this contract. The monthly financial report is due in the office of the Clerk of the Board no later than the 15th day of the following month. After the Clerk of the Board pre-audits the certified report, the Board shall reimburse the Provider for its monthly expenses. However, the total of said monthly payments in the aggregate sum shall not exceed the total amount shown in Paragraph 1, above, during the term of this agreement. To preserve client confidentiality required by law, copies of individual client bills and records shall not be available to the Board for reimbursement purposes but shall be made available only under controlled conditions to qualified auditors for audit purposes. The organization's final invoice must be received within thirty days after the termination date of this contract shown in Paragraph 2 above.

Payment will be made periodically, but no more frequently than monthly, as hereinafter set forth. Reimbursement requests will be submitted to the Board via the Clerk's Finance Office. The County shall only reimburse, subject to the funded amounts below, those reimbursable expenses which are reviewed and approved as complying with Monroe County Code of Ordinances, State laws and regulations and Attachment A - Expense Reimbursement Requirements. Evidence of payment by the PROVIDER shall be in the form of a letter, summarizing the expenses, with supporting documentation attached. The letter should contain a

notarized certification statement. An example of a reimbursement request cover letter is included as Attachment B. The organization's final invoice must be received within thirty days after the termination date of this contract shown in Article 2 above.

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

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

**5. CLAIMS FOR FEDERAL OR STATE AID.** PROVIDER and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

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

## **RECORDKEEPING**

**7. RECORDS.** PROVIDER shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to PROVIDER pursuant to this Agreement were spent for purposes not authorized by this Agreement, the PROVIDER shall repay the monies together with interest calculated pursuant to Sec. 55.03, F.S., running from the date the monies were paid to PROVIDER.

In addition, if PROVIDER is required to provide an audit as set forth in in Section 9(d) below, the audit shall be prepared by an independent certified public accountant (CPA) with a current license, in good standing with the Florida State Board of Accountancy, and maintain malpractice insurance covering the audit services provided. If the PROVIDER receives \$100,000 or more in grant funding from the County, the CPA must also be a member of the American Institute of Certified Public Accountant (AICPA). The County shall be considered an "intended recipient" of said audit.

**8. PUBLIC ACCESS.** The County and PROVIDER shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and PROVIDER in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by PROVIDER. Pursuant to F.S. 119.0701, PROVIDER and its subcontractors shall comply with all public records laws of the State of Florida, including but not limited to:

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

(b) Provide the public with access to public records on the terms and conditions that Monroe County would provide the records and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119 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 Monroe County 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 Monroe County in a format that is compatible with the information technology systems of Monroe County.

**9. COMPLIANCE WITH COUNTY GUIDELINES.** The PROVIDER must furnish to the COUNTY the following (items A-I must be provided prior to the payment of any invoices):

- (a) IRS Letter of Determination indicating 501(c)(3) status;
- (b) List of the Organization's Board of Directors of which there must be five or more; for each board member please indicate when elected to serve and the length of term of service;
- (c) Evidence of annual election of Officers and Directors;
- (d) Unqualified audited financial statement from most recent fiscal year for all organizations that expend \$150,000 a year or more; if qualified, include a statement of deficiencies with corrective actions recommended/taken;
- (e) IRS Form 990 from most recent fiscal year for all organizations;
- (f) Organization's Corporate Bylaws, which must include the organization's mission, board and membership composition, and process for election of officers;
- (g) Organization's Policies and Procedures Manual which must include hiring policies for all staff, drug and alcohol free workplace provisions, and equal employment opportunity provisions;
- (h) Specific description or list of services to be provided under this contract with this grant (see Attachment C);
- (i) Annual Performance Report describing services rendered during the most recently completed grant period (to be furnished within 30 days after the contract end date.) The performance report shall include statistical information regarding the types and frequencies of services provided, a profile of clients (including residency) and numbers served, and outcomes achieved;
- (j) Cooperation with County monitoring visits that the County may request during the contract year; and
- (k) Other reasonable reports and information related to compliance with applicable laws, contract provisions and the scope of services that the County may request during the contract year.

## **RESPONSIBILITIES**

**10. SCOPE OF SERVICES.** The Provider, for the consideration named, covenants and agrees with the Board to substantially and satisfactorily perform and carry out the duties of the Board in rendering counsel in the matter of mental health and guidance to the citizens of the Monroe County, Florida. The Provider shall provide Baker Act transportation services in compliance with Florida Statutes Chapter 394. Baker Act and Marchman Act transportation services which are covered under this agreement may be subcontracted, but are subject to the rates set forth in Attachment D, and the limitations above. The subcontractor shall be subject to all of the conditions of this contract, including but not limited to insurance and hold-harmless requirements, as is the Provider.

**11. ACCESS TO FUELING FACILITIES.** The County shall provide access to the Provider's vehicles at all County fueling facilities. The County shall grant the Provider a license for the use of the real property and its improvements for each fueling site.

The Provider agrees that only those individuals authorized by the County to use the fueling sites designated in this agreement shall have twenty-four hour access to said sites, and that they shall either be maintained open or access otherwise provided to them by a uniform key system on such a twenty-four hour basis.

The County shall bill the Provider for fueling and other related services and materials utilized by the Provider at the fueling sites within the County's immediate control and as previously set forth in this agreement. Said billing by the County to the Provider shall include an administrative surcharge, as adopted by the Monroe County Board of County Commissioners annually, for processing, servicing, and handling. The Provider shall reimburse the County within thirty (30) days of the date of issuance of the bill.

Access to the Fuel Sentry System shall be provided by an electronic memory key, which shall be issued by the County to all authorized designated users of the fueling sites, and as contemplated by this Agreement. For purposes of uniformity, the Monroe County Fleet Management Department shall be responsible for establishing a uniform electronic key system for use by both the County and the Provider under this agreement, and shall establish and maintain policies and procedures for identification, control, and distribution of all keys issued.

**12. ATTORNEY'S FEES AND COSTS.** The County and PROVIDER agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

**13. BINDING EFFECT.** The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and PROVIDER and their respective legal representatives, successors, and assigns.

**14. CODE OF ETHICS.** County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

**15. NO SOLICITATION/PAYMENT.** The County and PROVIDER warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the PROVIDER agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**16. INDEPENDENT CONTRACTOR.** At all times and for all purposes hereunder, the PROVIDER is an independent contractor and not an employee of the Board. No statement



contained in this agreement shall be construed so as to find the PROVIDER or any of its employees, contractors, servants or agents to be employees of the Board.

## **COMPLIANCE ISSUES**

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

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

**19. NON-DISCRIMINATION.** County and PROVIDER agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or PROVIDER agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

## **AMENDMENTS, CHANGES, AND DISPUTES**

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

**21. ADJUDICATION OF DISPUTES OR DISAGREEMENTS.** County and PROVIDER agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

**22. COOPERATION.** In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and PROVIDER agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and PROVIDER specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

## **ASSURANCES**

**23. COVENANT OF NO INTEREST.** County and PROVIDER covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

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

**25. NON-WAIVER OF IMMUNITY.** Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the PROVIDER in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

**26. ATTESTATIONS.** PROVIDER agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

**27. AUTHORITY.** Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

## **INDEMNITY ISSUES**

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

**29. PRIVILEGES AND IMMUNITIES.** All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.



**30. NO PERSONAL LIABILITY.** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

**31. LEGAL OBLIGATIONS AND RESPONSIBILITIES:** Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

**32. NON-RELIANCE BY NON-PARTIES.** No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the PROVIDER agree that neither the County nor the PROVIDER or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

#### **GENERAL**

**33. EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

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

For Board:

Grants Administrator  
1100 Simonton Street  
Key West, FL 33040

and

Monroe County Attorney  
PO Box 1026  
Key West, FL 33041

For PROVIDER

Frank Rabbito, Senior Vice President  
Guidance/Care Center Inc.  
1205 Fourth Street  
Key West, Florida 33040

**35. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and PROVIDER agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The County and PROVIDER agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

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

**37. SEVERABILITY.** If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and PROVIDER agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

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

[THIS SPACE INTENTIONALLY LEFT BLANK WITH SIGNATORY PAGE TO FOLLOW]

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

(SEAL)  
ATTEST: AMY HEAVILIN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Mayor/Chairman

GUIDANCE/CARE CENTER

(Federal ID No. 59-1458324)

Lisa Owen  
Witness

Christa Bouchell  
Witness

By [Signature]  
Director  
Guidance/Care Center

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:

Christine M. Limbert-Barrows  
CHRISTINE M. LIMBERT-BARROWS  
ASSISTANT COUNTY ATTORNEY

Date 11/2/15

**EXPENSE REIMBURSEMENT REQUIREMENTS**

This document is intended to provide basic guidelines to Human Service and Community-Based Organizations, county travelers, and contractual parties who have reimbursable expenses associated with Monroe County business. These guidelines, as they relate to travel, are from the Monroe County Code of Ordinances and State laws and regulations.

A cover letter (see Attachment B) summarizing the major line items on the reimbursable expense request needs to also contain the following notarized certified statement:

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

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

Only current charges will be considered, no previous balances.

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

**Data Processing, PC Time, etc.**

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

**Payroll**

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

**Postage, Overnight Deliveries, Courier, etc.**

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

**Rents, Leases, etc.**

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

**Reproductions, Copies, etc.**

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

**Supplies, Services, etc.**

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

**Telefax, Fax, etc.**

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

**Telephone Expenses**

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

**Travel and Meal Expenses**

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

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

Mileage reimbursement shall be at the rate established by ARTICLE XXVI, TRAVEL, PER DIEM, MEALS, AND MILEAGE POLICY of the Monroe County Code of Ordinances. An odometer reading must be included on the state travel voucher for vicinity travel. Mileage is not allowed from a residence or office to a point of departure. For example, driving from one's home to the airport for a business trip is not a reimbursable expense.

Meal reimbursement shall be at the rates established by ARTICLE XXVI, TRAVEL, PER DIEM, MEALS, AND MILEAGE POLICY of the Monroe County Code of Ordinances. Meal guidelines state that travel must begin prior to 6 a.m. for breakfast reimbursement, before noon and end after 2 p.m. for lunch reimbursement, and before 6 p.m. and end after 8 p.m. for dinner reimbursement.

**Non-allowable Expenses**

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

**ORGANIZATION  
LETTERHEAD**

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

Date

The following is a summary of the expenses for (Organization name) for the time period of \_\_\_\_\_ to \_\_\_\_\_.

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

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

\_\_\_\_\_  
Executive Director

Attachments (supporting documentation)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_ who is personally known to me.

\_\_\_\_\_  
Notary Public

Notary Stamp



## **ATTACHMENT C**

Services to be provided:

Baker Act/Marchman Act transportation services and Community Transportation Coordinator related services.

**ATTACHMENT D**

Copy of the Sub-Contract for Baker Act transportation services. See attached.

GUIDANCE/CARE CENTER, INC.  
3000 41<sup>ST</sup> STREET, OCEAN  
MARATHON, FL 33050  
(v) 305/434-7660 / (f) 305/434-9040

September 8, 2015

Lee Connell  
Elanjess LLC  
P.O. Box 500218  
Marathon, FL 33050

RE: LETTER OF AGREEMENT – Amendment 1

Dear Mr. Connell:

The Guidance/Care Center, Inc. (G/CC) hereby enters into an agreement with Elanjess LLC to provide coordination and transportation services for Baker Act/Marchman Act (BA/MA) clients throughout Monroe County to/from Miami-Dade County as well as other destinations. The terms and conditions of this agreement are effective October 1, 2015, and will continue through September 30, 2016.

G/CC will supply Elanjess with two Ford Crown Victoria vehicles, meeting Elanjess maintenance specifications; one to be stationed in Key West at an Elanjess location and the other in Marathon at G/CC headquarters.

G/CC will pay for the fuel and maintenance of the two vehicles used for BA/MA transportation. Elanjess will coordinate the maintenance for the Crown Victoria located in Key West. Invoices for routine maintenance (labor and parts) on the Crown Victoria will be forwarded quarterly to G/CC's Transportation Director for payment. Elanjess will not charge an extra fee for coordinating the maintenance of the vehicle. Elanjess must obtain prior approval from the G/CC Transportation Director to initiate major vehicle repairs. G/CC will coordinate the maintenance for the Crown Victoria located in Marathon.

G/CC will maintain insurance on both of the vehicles. Elanjess will also be named as an "additional insured" for these two cars. Elanjess will report and document accidents involving G/CC vehicles and incidents involving clients to the proper authorities and immediately thereafter contact G/CC. All Elanjess drivers operating G/CC vehicles will hold a minimum of a Class E Florida Driver's License and be approved for G/CC insurance coverage by the Transportation Director. Upon execution of this agreement, Elanjess will fax/email to G/CC's Transportation Director a current list of drivers - including a copy of the driver's license and social security number for each driver - for approval to operate G/CC vehicles. Prior to adding a driver, Elanjess will fax or email to G/CC's Transportation Director or designee a copy of the driver's license, social security number and signed "Request for Check of Driving Record" form of the person. G/CC will initiate procedures to add the driver to G/CC vehicle insurance.

Elanjess cannot use the driver for BA/MA transports until it has received written notification that the driver has been added to the G/CC insurance coverage.

All drivers are required to have at minimum 3-year clean driving record. Additionally, Elanjess will fax a copy of picture identification and social security number for each escort to G/CC's Transportation Director or designee. Elanjess cannot use the escort for BA/MA transports until it has received written notification that the escort has been approved by G/CC. All BA/MA approved drivers must read and sign the acknowledgement of reading and receiving (Attachment 1) Transportation Protocol.

G/CC will supply Elanjess with a cell phone. Elanjess will follow the transportation protocol and complete the documentation provided as Attachment 1-3 herein.

The following fee structure is established for the period of the agreement:

Estimated # Roundtrips*	Client Pickup Point	Client Drop-off Point	Elanjess Payment
450	Key West	Key West	\$115
	Marathon	Marathon	\$115
	Key West	Marathon	\$145
	Marathon	Key West	\$145
	Marathon	Key Largo	\$145
	Key Largo	Marathon	\$145
40	Marathon	Miami-Dade County	\$385
	Key Largo	Miami-Dade County	\$385
40	Key West	Miami-Dade County	\$385

**G/CC Preauthorization Required for All Trips Below**

\*Approval for below fees will be granted only when the Marathon BA/MA vehicle is engaged with another BA/MA trip that would preclude another pickup within a reasonable period of time.

Estimated # Roundtrips	Car Location	Client Pickup Point	Client Drop-off Point	Elanjess Payment
5	Key West	Marathon & North	Marathon	\$145
5	Marathon	Key West	Marathon	\$145
2	Key West	Marathon & North	Key Largo	\$225
3	Key West	Marathon & North	Miami-Dade County	\$385

**G/CC Preauthorization Required for All Trips Below**

Estimated # Roundtrips*	Client Pickup Point	Client Drop-off Point	Elanjess Payment
1	Key Largo	Avon Park (Area)	\$770
	Marathon	Avon Park (Area)	\$770
	Key West	Avon Park (Area)	\$770
1	Key Largo	Up-State (McClenny Area)	\$1,200
	Marathon	Up-State (McClenny Area)	\$1,200
	Key West	Up-State (McClenny Area)	\$1,200

Timely payment for services rendered is ensured by adherence to the following invoicing procedures:


- Elanjess will submit two statements/invoices per month; one covering the trips made from the first through the fifteenth and one covering trips made from the sixteenth through the end of the month. Elanjess will send statements/invoices to G/CC within 5 business days after the end of the billing period.
- Elanjess will include required documentation with each statement/invoice.
- Elanjess statements/invoices for BA/MA trips will be submitted to the attention of G/CC Inpatient Unit Coordinator.
- G/CC's Inpatient Unit Coordinator will review statement/invoice, mediate any discrepancies with Elanjess, and forward approved invoice to G/CC Finance Department.
- Elanjess will submit vehicle maintenance bills for the KW car quarterly to the Director of Transportation.
- G/CC will mail payment to Elanjess within 7 working days (Finance Department) upon receipt of statement/invoice by the Inpatient Unit Coordinator.

The agreement can be cancelled by either party with 30 days written notice.

G/CC and Elanjess enter into this agreement including Attachments 1-3 by affixing signatures below:

  
\_\_\_\_\_  
Frank Rabbito  
Sr. VP, Westcare Florida, GCC

9-30-2015  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Elanjess LLC  
**Andy Lee Connell**  
Business Mgr. / General Operations Mgr.

9/30/15  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Signer (print name/title)

\_\_\_\_\_  
Date

Attachments:

1. G/CC Transportation Protocol
2. G/CC Transportation Record and Payment Authorization Sheet
3. Statement

## ATTACHMENT 1

### GUIDANCE /CARE CENTER TRANSPORTATION PROTOCOL: THE TRANSPORTATION OF BAKER ACT AND MARCHMAN ACT CLIENTS

#### A. Client Related Rules:

1. Confidentiality of a client and client related information shall be maintained at all times.
2. Each client shall be treated with respect and dignity at all times.
3. No information with client information shall leave the clinic unless part of a client transfer packet to a designated facility. (No driver/escort shall maintain a personal copy of the Transportation Record and Payment Authorization Sheet.)
4. Client transportation within Monroe County may be conducted with a driver and an escort.
5. Client transportation outside of Monroe County must be made with one driver and one escort.
6. A client must be observed for any unusual behaviors including hurting self/others or sudden medical conditions. Report/respond to conditions immediately to the Nurse on Duty.
7. At the time of pick up for a Baker Act or Marchman Act client, a driver must obtain the original Baker Act or Marchman Act paper work from the Pick Up facility. If the original paper work is not available the driver must immediately report this information to the G/CC Nurse on Duty for further instructions.
8. A female client requires a female escort or a female driver.
9. A parent is not allowed to travel in the Baker Act vehicle with a Baker Act or Marchman Act minor.
  - When a parent or other responsible party reports he/she plans to follow the Baker Act vehicle, the Baker Act driver advises the parent/party that our primary responsibility is to the child and ensuring the safety of the child therefore following our vehicle as a method of direction is not encouraged.
10. Only one client may be transported at a time in the Baker Act vehicle.
11. Drivers, Escorts and Clients are not to smoke in the car at any time.
12. Clients are not to be placed in handcuffs or any type of restraints for any reason by a driver or escort – or to be placed in the vehicle by others (i.e. Law Enforcement) in handcuffs or any type of restraints
13. A client's movement is not to be impeded with any physical restraint unless directed by a nurse/MD/law enforcement officer.
14. If a client is violent during transport and poses a threat to safety, stop the vehicle and call 911, than notify the Nurse on Duty of the situation at (305) 434-7660 ext. 31123
15. A client shall not be left alone in the vehicle during the trip for any reason.
16. A client shall be under the observation of the driver or escort at all times during the transport.
17. Client is encouraged to use restroom facilities prior to departure. If the trip is generated from Key West and a stop is required, the G/CC may be used for that purpose.



18. A client may not use aluminum/metal cans. Items for drinking shall be provided only in a plastic container.
19. Clients may not have any metal utensils, glass or other hard products such as pencils or pens.
20. A client may not shop during a stop. All efforts should be made to avoid stops. If a stop is required, it should be short and without delay.
21. If a client must use a public facility, the client must be escorted to the restroom and the driver must remain outside the restroom door until the client leaves the restroom. The driver will remain in conversation with client while the client is in the restroom.

B. Coordination of Transportation Rules:

1. Transportation arrangements for Baker Act and Marchman Act clients are under the direction of the Unit Nurse on Duty/G/CC per contractual arrangement Elanjess LLC. No other agency is authorized to contact Elanjess directly for transportation.
2. Final decision for a driver to transport is made by the nurse on duty. The nurse may request a BAL be conducted or send a drivers/escort home if he/she has a concern.
3. "A driver shall not be permitted or required to drive more than 12 hours in any one 24-hour period, or drive after having been on duty for 16 hours in any one 24-hour period. "
4. All trips will be made within the approved fee structure.
5. All trips will be made using the closest vehicle and the shortest distance unless preauthorization is obtained from the Unit Nurse on Duty at the G/CC.
6. Clients may be picked up at only approved locations. The G/CC Nurse on Duty will communicate the pick up location. Approved locations will include:
  - Hospitals, Detention Facility
  - Mental Health Clinics, Anchor Away
  - With a G/CC staff member
  - Or otherwise authorized by the G/CC IP Unit Coordinator
7. At Depoo: Call security with phone located on the first floor.
8. At G/CC: Use the telephone call box next to the elevator.
9. At G/CC, staff members shall place the client in the vehicle for departure and will assist the client from the vehicle at time of arrival.
10. The facility responsible for the departing client for a trip longer than 2 hours shall provide a brown bag snack. All minors shall be supplied with a snack for any trip over 1 hour.
11. When a driver reports a client is too dangerous to transport, the nurse on duty shall work with the Sheriff's department to transport the client the client to the nearest emergency room.
12. If a client absconds at time of or during transport, immediately report the information to the G/CC Nurse on Duty. Do not go after the client.
13. Neither Drivers nor Escorts are permitted to physically restrain a client. G/CC offers a verbal de-escalation training that all Elanjess drivers are encouraged to attend.
14. "Jail Hold" clients from the Monroe County Detention Facility shall be picked up from the Sallyport area only. To access the Sallyport area, the driver must drive the car within 1 foot of the Sallyport entrance. If the door does not open, the escort must use

the speaker mounted on the wall next to the Sallyport entrance to request entrance. Once inside, Detention Facility staff will bring the client to the car. When the client is inside the car and the doors are locked, the Sallyport area exit doors will open.

15. The driver/escort must determine from the Pick Up facility if the client has been searched and encourage staff to conduct a search prior to transport. If the client is not searched prior to transport, the driver must communicate this information to the Duty Staff Member prior to opening the client door at the Designation point.
16. Driver/escort **MUST** respond to the pick up point within a maximum time-frame of 1 hour and 15 minutes.

C. Reimbursement related rules

1. All cancelled and otherwise diverted trips will be reported on the Transportation Record and Payment Authorization Sheet.
2. Transportation Record and Payment Authorization Sheets and a Statement of services rendered will be faxed to the IP Unit Coordinator on the first and sixteenth of each month.
3. G/CC does not reimburse Elanjess for cancelled trips. Compensation to the drivers/escorts for cancelled trips is at the discretion of Elanjess.
4. If the driver arrives without the original Baker or Marchman Act paperwork, Elanjess will obtain the paper work without charge to the G/CC.

I acknowledge I have received and read the above BA/MA Transportation Protocol.

\_\_\_\_\_  
Driver/Escort Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

ATTACHMENT 2

GUIDANCE/CARE CENTER  
3000 41<sup>ST</sup> ST. Ocean  
Marathon, FL 33050  
Voice 305-434-7660 • Fax 305-434-9040

TRANSPORTATION RECORD AND PAYMENT AUTHORIZATION SHEET

Transportation Type:     Baker Act     Marchman Act

Date: \_\_\_\_\_ Client Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Time Called: \_\_\_\_\_ Time of Pick Up: \_\_\_\_\_

Time of Drop Off: \_\_\_\_\_ Time van returned to Duty: \_\_\_\_\_

Vehicle:    \_\_\_\_\_ KW vehicle    \_\_\_\_\_ Mar vehicle

Place of Pick Up: \_\_\_\_\_  
(Where did you pick up the Client: Facility Name/City)

Authorized Staff Signature at Pick Up Facility: \_\_\_\_\_ Time: \_\_\_\_\_

Destination: \_\_\_\_\_  
(Where did you take the Client: Facility Name/City)

Authorized Staff Signature at Designation Facility: \_\_\_\_\_ Time: \_\_\_\_\_  
(Staff member accepting client)

Driver Name: \_\_\_\_\_

Escort Name: \_\_\_\_\_

Beginning Miles: \_\_\_\_\_ Pick Up Miles: \_\_\_\_\_

Drop Off Miles: \_\_\_\_\_ Ending Miles: \_\_\_\_\_

FOR G/CC USE ONLY:

Amount to be paid: \_\_\_\_\_

Unit Director Signature: \_\_\_\_\_



PUBLIC ENTITY CRIME STATEMENT

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

I have read the above and state that neither Maureen Kempf (Respondent's name) nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

Maureen Kempf

(Signature)

Date: 11/3/15

STATE OF: FLORIDA

COUNTY OF: MONROE

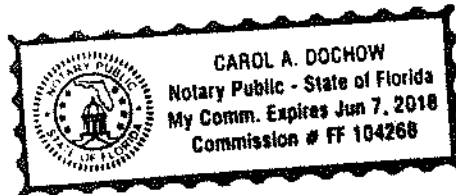
Subscribed and sworn to (or affirmed) before me on 11/3/15

(date) by \_\_\_\_\_ (name of affiant). He/She is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

Carol Dochow

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



SWORN STATEMENT UNDER ORDINANCE NO. 010-1990  
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

" Guidance/Care Center Inc "  
(Company)

"...warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee."

[Signature]  
(Signature)

Date: 11/3/15

STATE OF: FLORIDA

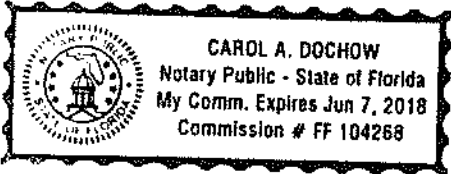
COUNTY OF: MONROE

Subscribed and sworn to (or affirmed) before me on 11/3/15

(date) by \_\_\_\_\_ (name of affiant). He/She is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

[Signature]  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_





DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

Guidance Care Center Inc.  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

[Signature]  
(Signature)

Date: 11/3/15

STATE OF: FLORIDA

COUNTY OF: MONROE

Subscribed and sworn to (or affirmed) before me on 11/3/15 (date) by \_\_\_\_\_ (name of affiant). He/She is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

Carol Ochow

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

