RESOLUTION NO. 2006-317

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHN'S COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN ST. JOHN'S COUNTY, FLORIDA, AND ASSOCIATION FOR RETARDED CITIZENS AUTHORIZING THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY

WHEREAS, the St. Johns County Government is providing grant funds to the Association for Retarded Citizens, which are to be disbursed by St. Johns County, Florida, in an amount not to exceed thirty-eight thousand dollars ($38,000.00), for the purpose of providing Adult Day Services; and

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the Agreement; and

WHEREAS, the County has determined that accepting the terms of the Agreement, and entering into said Agreement will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHN'S COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the Agreement between the St. Johns County Government, Florida, and Association of Retarded Citizens authorizing the Chair of the Board of County Commissioners to execute the Agreement on behalf of the County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 31 day of October, 2006.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHN'S COUNTY, FLORIDA

Attest:  
Deputy Clerk

By:  
James E. Bryant, Chair

RENDITION DATE 11/06/06
STANDARD NONPROFIT CONTRACT/Unit of Service

CONTRACT BETWEEN
THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
And
The ARC of St. Johns, Inc.

THIS CONTRACT is entered into and effective the 1st day of October, 2006, between St. Johns County, hereinafter referred to as "COUNTY" and the ARC of St. Johns, Inc., a Nonprofit Corporation existing under the laws of the State of Florida and, hereinafter referred to as "PROVIDER".

WHEREAS, COUNTY believes it to be in the public interest to provide certain activities to the St. Johns County residents through the PROVIDER according to this Contract, the agency's intent as stated in the proposal and attachments and/or exhibits, and all other terms and conditions as specified.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein COUNTY and the PROVIDER agree as follows:

ARTICLE I
SCOPE OF SERVICES

Training and support provided by the Adult Day Services of The ARC of St. Johns, Inc., are critical to the needs of an adult whose life has been affected by a developmental disability. The supports offered through this service are beneficial in allowing the participants to maintain valued daily routines we all enjoy. Services include a variety of training activities based on the level of need and specific goals as outlines by the participant. Skill acquisition may include communication, cognitive development, sensory integration, work activities through paid sub-contract work and personal choice development. The schedule of activities is individually designed to provide variation to maintain the interest of the participants which improves the quality of outcomes.

Through Adult Day Services adults with developmental disabilities are able to learn skills that improve their level of independence which ultimately improves their quality of life. 87.5% of the funding is paid by Medicaid Waiver and there are 74 participants in the program.

Program(s) must be implemented to serve residents of St. Johns County in accordance with the approved proposal(s), exhibits/attachments.

ARTICLE II
TERM OF CONTRACT

This Contract shall begin October 1, 2006 and end September 30, 2007 unless terminated as specified in Article VIII, Suspension/Termination.
ARTICLE III  COMPENSATION AND REPORTS

A.  Contract Payment

The COUNTY will make payments to the PROVIDER and the PROVIDER agrees to accept as full compensation the total amount not to exceed $38,000.00. Payments will be authorized only for services provided during the term of the contract and prior to the payment request date. Payment is subject to the provisions of Article III B Deferred Payment/Return of Funds and Article VIII, Suspension/Termination. Funding is contingent upon the availability of funds.

The COUNTY has agreed to purchase the service(s) listed in Article I. This contract is for the payment of a fixed number of units of service at the fixed unit rate.

<table>
<thead>
<tr>
<th>Program</th>
<th>Unit Description</th>
<th>Units purchased by County</th>
<th>Unit rate reimbursed by County</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARC Adult Day Services</td>
<td>Unit = ¼ Hour of services</td>
<td>(0 unit)</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>Staff /Client Ratio</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 to 1 care</td>
<td>8 clients @ 5280 units each = 42240 units annually</td>
<td>$0.17</td>
<td>$7,180.80</td>
</tr>
<tr>
<td></td>
<td>1 to 2 care</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 to 5 care</td>
<td>6 clients @ 5280 units each=31680 units annually</td>
<td>$0.22</td>
<td>$6,969.60</td>
</tr>
<tr>
<td></td>
<td>1 to 6-10</td>
<td>14 clients @ 5250 units=73500 units annually</td>
<td>$0.32</td>
<td>$23,520.00</td>
</tr>
</tbody>
</table>

B.  Deferred Payment/Return of Funds

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

If as a result of monitoring or audit, units of service provided are not documented a payment may be deferred. If units are found to be unallowable, no future payments will be made until the full amount of overpayment is remitted to St. Johns County or a repayment agreement is accepted by St. Johns County. If the monitoring or audit occurs after the term of this contract, the PROVIDER will be required to remit funds to the COUNTY in accordance with the repayment conditions below.
The **PROVIDER** agrees to return to the **COUNTY** any overpayments due to funds disallowed pursuant to the terms of this Contract. Such funds shall be considered **COUNTY** funds and must be refunded to the **COUNTY** within thirty (30) days of receiving notice from the **COUNTY** in writing regarding the overpayment. Should repayment not be made in a timely manner, the **COUNTY** will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The **PROVIDER** will be required to reimburse the **COUNTY** for any acts of non-compliance resulting in disallowed costs or fines.

C. **Contract Deliverables**

1. **Required Reports (check if included in contract)**

   ☑ **EXHIBIT 1** - Payment Request for Unit rate contract - **Due: Monthly by the 20th of the following month.** Must be based upon approved unit rates and actual uncompensated units provided during the reporting period. Payment will be made upon receipt and approval by the **COUNTY** of a completed Payment Request. Copies of supporting documentation for units provided during the reporting period must be attached to the Payment Request.

   ☑ **EXHIBIT 2** – Program/Demographics – **Due: April 30, 2007 and October 31, 2007.**

   ☑ **EXHIBIT 3** – Performance Outcomes Report – **Due: April 30, 2007 and October 31, 2007.**

   ☑ **EXHIBIT 4** - Unit Rate Analysis Report – **Due: 20 days following the end of each quarter.**

   ☑ **EXHIBIT 5** - Certificate of Insurance - **Insert in contract.**

2. **Required Documents**

   ☑ Audited Financial Statement and Management Letter for fiscal year(s) in which contract funds are expended – **Due: 180 days following the end of PROVIDER’S fiscal year(s).**

   ☑ Monitoring Reports – A copy of monitoring reports from other funding agencies to the **PROVIDER** will be due to the **COUNTY** no later than 30 days after receipt by the **PROVIDER**. Copies of monitoring reports must include the PROVIDER’S response to the funding agency.

D. **Contract Closeout**

   ✓ Partnering for Results: Unit Rate Analysis Report - **Due: 30 days following end of contract.**

   ✓ Partnering for Results: Final Payment Request - **Due: 10 days following end of contract.**
ARTICLE IV  AUDITS, MONITORING, AND RECORDS

A.  Monitoring

The PROVIDER agrees to permit persons duly authorized by the COUNTY and the Federal or State grantor agency (if applicable) or any representatives to inspect all records, papers, documents, facility's goods and services of the PROVIDER and/or interview any clients and employees of the PROVIDER to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the law after giving the PROVIDER reasonable notice. The monitoring is a limited scope review of the contract and agency management and does not relieve the PROVIDER of its obligation to manage the grant in accordance with applicable rules and sound management practices.

Following such monitoring the COUNTY will deliver to the PROVIDER a written report regarding the manner in which services are being provided. The PROVIDER will rectify all noted deficiencies within the specified period of time indicated in the monitoring report or provide the COUNTY with a reasonable and acceptable justification for not correcting the noted shortcomings. The PROVIDER'S failure to correct or justify the deficiencies within the time specified by the COUNTY may result in the withholding of payments, being deemed in breach or default, or termination of this Contract.

PROVIDER must supply COUNTY with copies of all monitoring reports of programs that are funded by the COUNTY including agency response, within thirty (30) days of receipt.

B.  Audits and Inspections

The PROVIDER will make all records referenced in Article IV. C., and all items included on financial statements available for audit or inspection purposes at any time during normal business hours and as often as COUNTY deems necessary.

The Clerk of Courts Internal Audit Division, the Federal or State grantor agency (if applicable), St. Johns County employees, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of PROVIDER or Certified Public Accountant (CPA) that are pertinent to the contract, in order to make audits, examinations, excerpts, transcripts and copies of such documents. If contract non-compliance or material weaknesses in the organization are noted, the COUNTY or other authorized representatives have the right to unlimited access to records during an audit or inspection. This includes timely and reasonable access to a PROVIDER'S personnel for the purpose of interview and discussion related to such documents.

C.  Records

The PROVIDER shall retain all financial, client demographics, and programmatic records, supporting documentation, statistical records, and other records which are necessary to document service provision, expenditures, income and assets of the PROVIDER by funding source, program, and functional expenses category during the term of this contract and five (5) years from the date of contract expiration. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the 5-year period,
the records shall be retained for one (1) year after the final resolution of the action and final resolution of all issues that arise from such action.

D. Independent Audit

For contracts where the total compensation, disbursement, grant, or reimbursable expense (or any combination thereof) exceeds three hundred thousand dollars ($300,000.00), then an original, bound audit of the PROVIDER'S financial statements must be submitted to the COUNTY, in the form, format, and timeframe noted below, or elsewhere in this contract.

For contracts where the total compensation, disbursement, grant, or reimbursable expense (or any combination thereof) does not exceed three hundred thousand dollars ($300,000.00), then an original, bound audit is not required, unless the COUNTY determines that an independent audit is warranted (base on among other things, the use of such funds), and provides the PROVIDER with a written explanation detailing the reason and/or rationale supporting the COUNTY's determination that such an independent audit is warranted. Under those circumstances, the COUNTY'S written explanation will set forth the form, format, and timeframe for the independent audit.

An original, bound audit of the PROVIDER'S financial statements in accordance with Generally Accepted Accounting Principles (GAAP), and/or current Generally Accepted Government Auditing Standards (GAGAS) as applicable, including the auditor’s opinion, requisite reports on internal control and compliance if required, management letter addressing internal controls, and management's response to such letter, must be submitted to the COUNTY no later than one hundred eighty (180) days following the end of PROVIDER'S fiscal year(s) along with any corrective action plan if applicable. Failure to submit the report within the required time frame will result in the withholding of payment requested, or termination of the contract by the COUNTY.

The audit must be conducted by an independent, licensed certified public accountant and must be in accordance with the General Accounting Office (GAO) Yellow Book, generally accepted Government Auditing Standards, OMB Circular A-133 “Audits of States, Local Governments and Non-Profit Organizations” if applicable, the Florida Single Audit Act (F.S. 215.97) if applicable, and the Auditor General Rule 10.550 (Government) or 10.650 (Not For Profit) as applicable. The audit must specifically identify the programs that are funded by this St. Johns County contract either in the statement of functional expenses, revenues and expenditures, footnotes, schedule of Federal awards and State financial assistance or as supplemental data in the financial statements. The statement should be consistent with programs detailed in the corresponding proposal(s), exhibit(s), and attachment(s).

ARTICLE V AMENDMENTS

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

A.  Independent Contractor

It is the Parties’ intention that the PROVIDER will be an independent contractor and not the County’s employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Florida revenue and taxation law, Florida Worker’s Compensation law and Florida Unemployment Insurance Law. The PROVIDER will retain sole and absolute discretion in the judgment of the manner and means of carrying out the PROVIDER’S activities and responsibilities hereunder. The PROVIDER agrees that it is a separate and independent enterprise from the public employer, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the PROVIDER and COUNTY, and COUNTY will not be liable for any obligation incurred by the PROVIDER, including, but not limited to, unpaid minimum wages and/or overtime premiums.

B.  Subcontracts

Primary roles and responsibilities of PROVIDER cannot be subcontracted. It is mutually agreed that any County-funded program component that is subcontracted by PROVIDER must have a written contract upon execution of this contract. The PROVIDER must ensure each subcontractor conforms to the terms and conditions of this contract and must be subject to indemnification as stated in Article VII.

ARTICLE VII  RISK MANAGEMENT

A.  Indemnification

The PROVIDER will defend, hold harmless, and indemnify the COUNTY from and against any and all liability, loss, claims, damages, wages or overtime compensation due its employees, costs, attorneys' fees, and expenses of whatever kind or nature which the COUNTY may sustain, incur, or be required to pay either by reason of the loss or improper use of any monies disbursed or to be disbursed hereunder including but not limited to fraud, embezzlement, or dishonesty on the part of any person represented or employed by the PROVIDER, or by reason of the intentional or negligent act of the PROVIDER or its agents, representatives and/or employees.

The PROVIDER further agrees that it will, at its own expense, defend any and all claims, actions, suits, or proceedings that may be brought against the COUNTY in connection with the above and satisfy, pay, and discharge any and all judgments or other resolution of claims that may be entered against the COUNTY in any such action or proceedings.

The PROVIDER further agrees that it is responsible for any and all claims arising from the hiring of individuals relating to activities provided under the Contract. All individuals hired are employees of the PROVIDER and not of the COUNTY.
B. Insurance

The PROVIDER agrees to secure and maintain the insurance coverage outlined below during the term of this Contract. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The PROVIDER shall furnish Certificates of Insurance to the COUNTY prior to the commencement of operations. The PROVIDER agrees that this insurance requirement shall not relieve or limit PROVIDER'S liability and that the COUNTY does not in any way represent that the insurance required is sufficient or adequate to protect the PROVIDER'S interests or liabilities, but are merely minimums. It is the responsibility of the PROVIDER to insure that all subcontractors comply with the insurance requirements.

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

1. **Workers’ Compensation** – The PROVIDER shall maintain during the life of this Contract, adequate Workman’s Compensation Insurance and Employer’s Liability Insurance in at least such amounts as are required by the law for all of its employees (if four or more) per Florida Statute 440.02.

2. **Professional Liability** – The PROVIDER shall maintain during the term of this Contract, standard Professional Liability Insurance in the amount of $1,000,000 per occurrence

3. **Comprehensive General Liability** - The PROVIDER shall maintain during the life of this Contract, Comprehensive General Liability Insurance in the amount of $1,000,000 per occurrence to protect the PROVIDER from claims for damages for bodily injury, including wrongful death, as well as from claims or property damages which may arise from any operations under this Contract whether such operations be by the PROVIDER or by anyone directly employed by or contracting with the PROVIDER.

   The General Liability Policy Certificate shall name "St. Johns County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" as "Additional Insured". The PROVIDER agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.

4. **Business Auto Liability** – The following Automobile Liability will be required and coverage shall apply to all owned, hired, and non-owned vehicles used with minimum limits of:
   - $100,000 bodily injury per person (BI)
   - $300,000 bodily injury per occurrence (BI)
   - $100,000 property damage (PD) or
   - $300,000 combined single limit (CSL) of BI and PD

5. **Directors & Officers Liability** – Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than $100,000.

6. **Fidelity Bonding** – Covering all employees who handle the agency’s funds. The bond
amount must be equivalent to the highest daily cash balance or a minimum amount of $50,000.

C. Notice of cancellation or modification

St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the St. Johns County Risk Manager, P. O. Box 349, St. Augustine, FL 32085-0349.

ARTICLE VIII SUSPENSION/TERMINATION

A. Suspension

The COUNTY reserves the right to suspend funding for failure to comply with the requirements of this contract.

In the event PROVIDER ceases operation for any reason or files for protection from creditors under bankruptcy law, any remaining unpaid portion of this Contract, less funds for expenditures already incurred, shall be retained by the COUNTY and the COUNTY shall have no further funding obligation to the PROVIDER with regard to those unpaid funds.

B. Termination by COUNTY

The COUNTY may at any time and for any reason cancel this Contract by giving twenty-four (24) hours written notice to the PROVIDER by Certified Mail following a determination by the Board of County Commissioners, at its sole discretion, that such cancellation is in the best interest of the people of the county. From the date of cancellation, neither party shall have any further obligation unless specified in the termination notice.

C. Termination by PROVIDER

The PROVIDER may at any time and for any reason cancel this Contract by giving seventy-two (72) hours prior written notice to the COUNTY by Certified Mail of such and specifying the effective date.

COUNTY’S obligation to make any payments under any provision of this Contract shall cease on the effective date of termination.

ARTICLE IX ASSURANCE, CERTIFICATIONS, AND COMPLIANCE

The PROVIDER agrees that compliance with these assurances and certifications constitutes a condition of continued receipt of or benefit from funds provided through this Contract, and that it is binding upon the PROVIDER, its successors, transferees, and assignees for the period during which services are provided.

The PROVIDER further assures that all contractors, subcontractors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of
its programs and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines and standards. By acceptance of this funding, the PROVIDER assures and certifies the following:

A. That they will comply with all applicable laws, ordinances, and regulations of the United States, the State of Florida, the COUNTY, and the municipalities as said laws, ordinances, and regulations exist and are amended from time to time. In entering into this contract, the COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses that are normally required to conduct business or activity contemplated by the PROVIDER.

B. That they will comply with all Federal, State and local anti-discrimination laws that are applicable to the PROVIDER.

C. That they will administer their programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those who most need them.

D. That if clients are to be transported under this contract, the PROVIDER will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.

E. That any products or materials purchased with contract funds shall be procured in accordance with the provisions of Chapter 403.7065, Florida Statutes, which refers to the procurement of products or materials with recycled content.

F. That they will comply with Chapter 39.201, Florida Statutes, that any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, as defined in this chapter, shall report such knowledge or suspicion to the Central Abuse Hotline (1-800-342-3720).

G. That they will comply with Chapter 415.1034, Florida Statutes, that any person who knows or has reasonable cause to suspect that a vulnerable and or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the National Center on Elder Abuse Hotline (1-800-962-2873).

H. That if personnel in programs under this contract work directly with children or youths and vulnerable or disabled adults, the PROVIDER will comply with the provisions of Chapters 435.03 and 435.04, Florida Statutes, which requires employment screening.

I. That they will comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the legislature, State or
county agencies.

J. That they will notify the COUNTY immediately of any funding source changes and/or additions from other sources that are different from that shown in the PROVIDER'S application. This notification must include a statement as to how this change in funding affects provision of service as well as the use of and continued need for COUNTY funds.

K. That they will notify the COUNTY of any SIGNIFICANT changes to the PROVIDER organization to include Articles of Incorporation and Bylaws within ten (10) working days of the effective date.

ARTICLE X
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

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

ARTICLE XI
NOTICES

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

**PROVIDER:**
Name: Kathy Jackson  
Title: Executive Director  
Agency: The ARC of St. Johns, Inc.  
Address: 2101 Arc Drive  
St. Augustine, FL 32084  
Telephone: 904-824-7249  
Fax: 904-824-8063  
Email: Kathy@arcsj.org

**COUNTY:**
Name: Ann Henry  
Title: Contracts Coordinator  
SJC Health & Human Svcs. Dept.  
Address: 1955 US 1 South, Suite D9  
St. Augustine, FL 32086  
Telephone: (904) 209-6142  
Fax: (904) 209-6141  
Email: ahenry@co.st-johns.fl.us
The signatures of the two persons shown below are designated and authorized by the provider to sign all applicable reports:

Name (Print) OR Name (Print)

Signature Signature

Title (Print) Title (Print)

In the event that either party designates different representatives after execution of this contract, notice of the name and address of the new representative will be rendered in writing by authorized officer of PROVIDER to the COUNTY. The notification shall be attached to originals of this Contract.

ARTICLE XII SPECIAL PROVISIONS

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

ARTICLE XIII ALL TERMS AND CONDITIONS INCLUDED

This contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such terms or provisions shall be stricken.

ARTICLE XIV GOVERNING LAW

This contract shall be construed according to the laws of the State of Florida. Venue for any State administrative and/or legal action arising under this contract shall be in St. Johns County, Florida. Venue for any federal legal action arising under this contract shall be in the United States District Court, Middle District of Florida.

ARTICLE XV SEVERABILITY

If any word, phrase, sentence, part, section, subsection, or other portion of this contract, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this contract, and all applications thereof, not having been declared void, shall remain in full force, and effect.
IN WITNESS THEREOF, PROVIDER and COUNTY have caused this 12-page contract and all Contract Exhibits and Attachments as indicated on next page to be executed by their undersigned officials as duly authorized.

PROVIDER:

By: Kathy Jackson

(Signature of authorized officer)

Executive Director

10-2-06

Date

COUNTY: ST. JOHNS COUNTY

By: James E. Bryant

(Signature of authorized officer)

Chair, Board of County Commissioners

Date

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 2nd day of October, 2006, by Kathy Jackson who is personally known to me or who has produced as identification and who □ did (□ did not) take an oath.

ATTEST: CLERK OF CIRCUIT COURT

By: _____________________________
Title: ____________________________
Date: ____________________________

APPROVED AS TO FORM:
COUNTY ATTORNEY'S OFFICE

By: _____________________________
Title: Deputy County Attorney
Date: 9/23/06

NOTARY:

By: Ann Wilson
Notary of Public (Signature)

Ann Wilson
Name (typed)

STATE OF FLORIDA
"To the extent not in conflict with, or violative of, any applicable County, State, or Federal ordinance, statute, law, policy, rule, or regulation, and further, to the extent that such action promotes a public purpose, then the Provider may request, in writing, that any unused, and/or unallocated funds may be transferred to a different project task, or transferred to different accounting code, in order to be used by the Provider, for a purpose and/or task, not noted in the existing Contract, or an under funded project task that is noted in the existing Contract.

"In its written request, the Provider shall specifically state that the funds sought to be transferred and/or redirected, are funds that have not been allocated for another task, or pledged/committed for services already performed. Additionally, the Provider must state, in writing, the scope and/or nature of the public purpose that will be achieved/obtained by transferring/re-directing such funds.

"The County is not obligated to approve such a request. However, the County shall examine and/or evaluate the Provider's request, and issue a written or electronic opinion within 10 days of the request, either approving, approving with conditions, or denying the request.

"The County shall consider the following factors when evaluating/examining the Provider's request to transfer funds: (1) whether the transfer of funds to a different project task will promote a public purpose—if so, what? (2) will the transfer of funds to a different project task, duplicate services provided through existing projects, (3) if applicable, whether provisions in a matching State or Federal Contract prevent, or severely restrict the transfer of funds to a different project task; and (4) any other factor deemed relevant by the County.

"It is explicitly understood, that should the County approve such a transfer of funds, the Provider is liable for any financial shortfalls, or associated penalties, or costs in the original project task fund.

"Should the County approve such a transfer of funds, the County and the Provider shall execute an Amendment to the Contract that sets forth the rationale for the approval of the transfer of such funds."
# Exhibit 1A

## Payment Request

**Unit Cost Contract**

<table>
<thead>
<tr>
<th>Mail to:</th>
<th>Attn: Ann Henry, Contracts Coordinator</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Health &amp; Human Services Department</td>
</tr>
<tr>
<td></td>
<td>1955 US 1 South, Suite D9</td>
</tr>
<tr>
<td></td>
<td>St. Augustine, FL 32086</td>
</tr>
</tbody>
</table>

**Funding Source:** General Fund  
**Fiscal Year:** 2006-2007  
**Agency:** The ARC of St. Johns, Inc.  
**Mailing Address:** 2101 ARC Drive  
**St. Augustine, FL 32092**

*Phone:* 904-824-7249  
*E-MAIL:* fathani@arc giấcs.org  
*FAX:* 904-824-8063

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### Annual Budget

<table>
<thead>
<tr>
<th>a. NAME OF EACH PROGRAM REceiving FUNDING FROM ST. JOHNS COUNTY</th>
<th>b. TOTAL NUMBER SERVICE UNITS PROJECTED FOR PROGRAM</th>
<th>c. TOTAL NUMBER SERVICE UNITS TO BE FUNDED BY ST. JOHNS COUNTY</th>
<th>d. UNIT COST FUNDED BY ST. JOHNS COUNTY</th>
<th>e. TOTAL FY2006 BUDGET AMOUNT</th>
<th>f. # TOTAL UNITS PROVIDED IN PROGRAM CURRENT MONTH</th>
<th>g. # UNITS BILLED TO ST. JOHNS COUNTY CURRENT MONTH (Col. D X Col. G)</th>
<th>h. AMOUNT BILLED TO ST. JOHNS COUNTY CURRENT MONTH</th>
<th>i. # UNITS BILLED TO ST. JOHNS COUNTY PERIOD TO DATE</th>
<th>j. TOTAL UNITS PROVIDED IN PROGRAM PERIOD TO DATE</th>
<th>k. AMOUNT BILLED TO ST. JOHNS COUNTY PERIOD TO DATE</th>
<th>l. NUMBER OF ST. JOHNS COUNTY FUNDED UNITS REMAINING (Col. C - Col. K)</th>
<th>m. FUNDS REMAINING</th>
</tr>
</thead>
<tbody>
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<td>Adult Day Services</td>
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**Total**

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<tr>
<th>a. NUMBER OF EACH PROGRAM REceiving FUNDING FROM ST. JOHNS COUNTY</th>
<th>b. TOTAL NUMBER SERVICE UNITS PROJECTED FOR PROGRAM</th>
<th>c. TOTAL NUMBER SERVICE UNITS TO BE FUNDED BY ST. JOHNS COUNTY</th>
<th>d. UNIT COST FUNDED BY ST. JOHNS COUNTY</th>
<th>e. TOTAL FY2006 BUDGET AMOUNT</th>
<th>f. # TOTAL UNITS PROVIDED IN PROGRAM CURRENT MONTH</th>
<th>g. # UNITS BILLED TO ST. JOHNS COUNTY CURRENT MONTH (Col. D X Col. G)</th>
<th>h. AMOUNT BILLED TO ST. JOHNS COUNTY CURRENT MONTH</th>
<th>i. # UNITS BILLED TO ST. JOHNS COUNTY PERIOD TO DATE</th>
<th>j. TOTAL UNITS PROVIDED IN PROGRAM PERIOD TO DATE</th>
<th>k. AMOUNT BILLED TO ST. JOHNS COUNTY PERIOD TO DATE</th>
<th>l. NUMBER OF ST. JOHNS COUNTY FUNDED UNITS REMAINING (Col. C - Col. K)</th>
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<td>0.00</td>
<td>147,420.00</td>
<td>$37,670.40</td>
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</tbody>
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I certify that all services on this report have been performed in compliance with applicable statutes and regulations, and in accordance with the approved County contract.

Signature of authorized representative

---

**For St. Johns County Use Only**

<table>
<thead>
<tr>
<th>TOTAL REQUEST</th>
<th>$0.00</th>
</tr>
</thead>
</table>

Certified By: __________________________
Date: __________________________

Authorized By: __________________________
Date: __________________________

---

Revised 9/28/2000
# Exhibit 2

**DEMOGRAPHICS REPORT** (Demographics of Clients Served in Program)

**DEMOGRAPHICS OF CLIENTS SERVED IN PROGRAM**

*Program Name: The ARC/Adult Day Services*

## UNDUPPLICATED CLIENT CHARACTERISTICS

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<th>Reporting Period</th>
<th># of Clients served in Program</th>
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<td>Oct 1, 200 through March 31, 200</td>
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<tr>
<td>Apr 1, 200 through Sept 30, 200</td>
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### AGE GROUP

- 5 and under
- 6 - 12 years
- 13 - 17 years
- 18 - 59 years
- 60 - 64 years
- 65 & over
- Not collected

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<tr>
<th>Total</th>
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</thead>
</table>

### GENDER

- Male
- Female
- Not collected

<table>
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<th>Total</th>
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</thead>
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### RACE

- American Indian or Alaska Native
- Asian
- Black or African American
- Native Hawaiian or Pacific Islander
- White
- Unknown
- Not collected

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<th>Total</th>
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### ETHNICITY

- Hispanic or Latino
- Haitian
- Other
- Unknown
- Not collected

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### LEGAL RESIDENCE AT REFERRAL

- 32033
- 32145
- 32080
- 32082
- 32084
- 32085
- 32086
- 32092
- 32095
- 32259

- Out of County
- Not Collected

<table>
<thead>
<tr>
<th>Total</th>
</tr>
</thead>
</table>

### INCOME LEVEL

- $0-$19,152.00 Annually
- $19,153-$23,490 Annually
- $23,491-$28,728 Annually
- $28,729-$33,516 Annually
- $33,517-$38,304 Annually
- $38,305-$43,092 Annually
- Over $43,093 Annually

- Not collected

| Total |
EXHIBIT 3

PERFORMANCE OUTCOME REPORT
Page 1

Provider Name: The Arc of St. Johns, Inc.  Reporting Period: 10/01/06-03/31/07
[Blank Space]

Program: Adult Day Services

Outcome #1: 85% of the 74 participants (63 participants) served will acquire or maintain critical skills functions stated in their Individual Support Plan within timeframes specified in support plan.

Service Description: Adult Day Training

Required Documentation: Training records, monthly progress report, and quarterly progress report

<table>
<thead>
<tr>
<th>(Column 1)</th>
<th>(Column 2)</th>
<th>(Column 3)</th>
<th>(Column 4)</th>
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<tbody>
<tr>
<td>Projected # Served Annually</td>
<td>Actual # Served Year to Date</td>
<td>Total # Achieving Outcome Year to Date</td>
<td>% Clients Achieving Outcome (Column 2/Column 3)</td>
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<tr>
<td>63</td>
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</tbody>
</table>

Outcome #2: ADT program will receive a satisfactory rating of 85% or better on the 37 (1/2 of participants) satisfaction surveys completed by individuals and their families

Service Description: Adult Day Training

Required Documentation: Annual satisfaction survey

<table>
<thead>
<tr>
<th>(Column 1)</th>
<th>(Column 2)</th>
<th>(Column 3)</th>
<th>(Column 4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected Annual Satisfaction Rate</td>
<td>Actual Annual Satisfaction Rate</td>
<td>Total # Surveys Distributed</td>
<td>Total # of Surveys Completed</td>
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<tr>
<td>85%</td>
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<td>37</td>
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</tbody>
</table>

Instructions: Outcome: What is the desired result of the program? Service Description: How is the result being accomplished? Required Documentation: What written documentation is being collected to support the results? Column 1 – Total annual number of clients projected to be served in this program per proposal. Column 2 – Actual number of clients served in program year to date. Column 3 – Total number of clients served that met outcome. Column 4 – Percent of clients served that met outcome (column 2 divided by column 3)
## EXHIBIT 4

**ST. JOHNS COUNTY HEALTH & HUMAN SVCS. DEPARTMENT**

**AGENCY:** The ARC of St. Johns, Inc.

**PROGRAM:** Adult Day Services

**QUARTERLY UNIT RATE REPORT**

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<td>JAN-MAR</td>
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<th>(B) BUDGET</th>
<th>(C) BUDGET</th>
<th>(D) EXPENSES</th>
<th>(E) EXPENSES</th>
<th>(F) EXPENSES</th>
<th>(G) EXPENSES</th>
<th>(H) TOTAL</th>
<th>(I) PERCENT</th>
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</tbody>
</table>

I certify that the information submitted on this report is, to the best of my knowledge, correct and accurate.

Signed By: __________________________ Position: __________________________ Date: ________________
# Exhibit 5

## ACORD Certificate of Liability Insurance

**Producer:** (904) 829-2201  FAX (904) 829-2020
Herbie Miles Insurance, Inc.
400 N. Ponce de Leon Blvd.
St. Augustine, FL 32084

**Insured:** The ARC of the St. Johns Inc and SJH Inc
2101 ARC Drive
St Augustine, FL 32084

**Insurer A:** Philadelphia Insurance Co
**Insurer B:**
**Insurer C:**
**Insurer D:**
**Insurer E:**

### Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

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<th>INS &amp; ADDED LTR/INSR</th>
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<th>Policy Number</th>
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<th>Policy Expiration Date (MM/DD/YYYY)</th>
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<td>PRODUCTS - COMPO &amp; AGG: $1,000,000</td>
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<td>BODILY INJURY: (Per accident) $</td>
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<td>OTHER THAN AUTO ONLY - EA ACC: $</td>
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<td>Employee Dishonesty: $100,000</td>
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<td>Limit: 3,000,000/3,000,000</td>
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**Certificate Holder:**

St Johns County Board of County Commissioners
C/O St Johns Co Social Services
Attn Ann Henry
PO Drawer 300
St Augustine, FL 32085

**Authorized Representative:**

Barbara Rickards ACSR/BLR

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