

**RESOLUTION NO. 2009 - 234**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE CONTRACT BETWEEN ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS AND GATEWAY COMMUNITY SERVICES, INC., AND AUTHORIZING THE CHAIR TO EXECUTE THE CONTRACT ON BEHALF OF THE COUNTY.**

**WHEREAS**, the State of Florida Department of Children and Families (DCF) currently contracts with St. Johns County Board of County Commissioners (BCC) to provide substance abuse detox and residential services, and

**WHEREAS**, no facility exists in St. Johns County that can provide detox and residential services and it is necessary for St. Johns County to subcontract this funding to agencies that provide these services, and

**WHEREAS**, Gateway Community Services, Inc. is able to provide detox and residential services and has been a satisfactory vendor, and

**WHEREAS**, Gateway Community Services, Inc. is also able to provide transportation services to their detox/residential facility the provision of which will be included in this agreement, and

**WHEREAS**, the new contract with DCF is attached and incorporated as an Exhibit to the Authorizing Resolution; and

**WHEREAS**, the County has determined that approving the Contract with DCF is in the overall interests of the County.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THAT:**

1. The above recitals are incorporated by reference into the body of this resolution and such recitals are adopted as Findings of Fact.
2. The Board of County Commissioners of St. Johns County, Florida, hereby approves the terms and conditions of the Amendment to the Contract between St. Johns County, Florida and Florida Department of Children and Families, and authorizes the Chairman of the Board of County Commissioners to execute the Agreement on behalf of the County.
3. To the extent that there are typographical or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, State of Florida, this 1<sup>st</sup> day of September, 2009.

**BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS  
COUNTY, FLORIDA**

By: Cyndi Stevenson  
Cyndi Stevenson, Chair

**ATTEST: Cheryl Strickland, Clerk**

By: Pam Halterman  
Deputy Clerk



REVISION DATE 9/2/09

**AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA**

**and**

**GATEWAY COMMUNITY SERVICES, INC.**

This Contract is made on this \_\_\_\_ day of September, 2009 by and between the Board of County Commissioners of St. Johns County, Florida, hereinafter referred to as ("the County"), and Gateway Community Services, Inc., hereinafter referred to as ("Gateway"), a corporation licensed to do business in the State of Florida, whose main address is 555 Stockton Street., Jacksonville, Florida 32204.

WHEREAS, the State of Florida (hereinafter referred to as "the State") legislature has determined that it is essential that the people of the State of Florida have access to adequate health care;

WHEREAS, the State has determined that the State of Florida and the counties therein must share the responsibility of assuring that adequate and affordable health care is available to all Floridians;

WHEREAS, the State specifically authorizes counties to provide hospitals, ambulance service and health and welfare programs;

WHEREAS, the Mental Health Department of the County serves the residents of St. Johns County, Florida;

WHEREAS, Gateway operates and manages facilities licensed by Florida's Department of Children and Families and has experience and expertise in the area of detoxification and residential services, in serving the residents of St. Johns County and the other surrounding counties of Florida Department of Children and Families District IV-A;

WHEREAS, the County requires certain services of Gateway in order to serve its St. Johns County residents requiring residential and other rehabilitation services at the request of the County, subject to resource availability;

WHEREAS, the parties desire to enter into this Agreement pursuant to which Gateway agrees to provide certain substance abuse services at the request of the County;

WHEREAS, the need exists for transportation for citizens of St. Johns County to Gateway's Detoxification program;

NOW THEREFORE, in consideration of the foregoing and upon mutual terms, covenants and

conditions hereinafter set forth, the County and Gateway hereby agree as follows:

**Section 1 – Term:**

The term of this Agreement shall commence on September 1, 2009 and terminate June 30, 2010, unless otherwise terminated in accordance with the provisions of Section 8 of this Agreement.

**Section 2 - Responsibilities of Gateway:**

During the term of this agreement, Gateway shall provide the following services. (It is noted that ASAM criteria will be utilized in the evaluation of a client's appropriateness for services):

- A. Provide Detoxification Services for adult clients when referred by a staff member of the St. Johns County Mental Health Department (SJCMHD).
- B. Provide Adult Residential Services, including Women's Project, for clients when referred by a staff member of SJCMHD.
- C. Provide Adolescent Residential Services for clients when referred by a staff member of the SJCMHD.
- D. Provide transportation services to eligible clients referred to Gateway Detoxification Facility after client has been cleared as medically stable for detoxification services by Flagler Hospital staff. Pick up at Flagler Hospital will be within two hours of notification. In the event there are multiple requests within a four hour time frame, pick up within two hours may not be possible
- F. Cooperate with SJCMHD staff in discharge planning of referred clients.
- G. Contact SJCMHD to verify that a client presenting for treatment has been approved by SJCMHD. If client presents after business hours, call (904) 824-HELP (824-4357) for verification of approval.
- H. Conduct a complete financial intake on each client referred to Gateway to include household salary amount, number in household and other pertinent information as listed on the SJCMHD Inpatient Admission Information form attached hereto and incorporated herein by reference as Attachment I. Return to the County a copy of the completed form with discharge paperwork.
- I. In the event a referred client develops medical problems requiring medical hospitalization or emergency treatment, Gateway will use best efforts to arrange for the transfer of such referred client to an appropriate health care provider/facility. Gateway will notify the SJCMHD staff of such status within a reasonable time period in accordance with applicable laws and regulations. The SJCMHD staff will advise Gateway as to whether the client is to be discharged as

a client of Gateway, or whether the client's placement is to be kept available, in which case the SJCMHD will reimburse Gateway for the days the client is absent, in accordance with Section 4.

- J. Provide detoxification and residential services in accordance with State of Florida Department of Children and Families Circuit IV Substance Abuse/Mental Health (SAMH) contract requirements which are regional requirements.
- K. Gateway will maintain an active/current State of Florida, Department of Children and Families (DCF) license for substance abuse treatment and will comply with all applicable DCF Operating Procedures, Florida Administrative Codes and State/Federal Statutes.
- L. Gateway will comply with SAMH, Department of Children and Families outcome reporting on data submission requirements to the State Data Warehouse. Such compliance will include submitting the required initial and discharge outcome measure information, and submission of data documentation indicating Tax I.D. number 59-6000825, the County Contract #NH210, and contract site number (05) for clients being billed using St. Johns County Board of County Commission / Mental Health Department funds.
- M. Notify SJCMHD of designated individuals and telephone numbers as points of contact to share information and to address areas of conflict in service delivery.
- N. Gateway, in accordance with Rule 65C-14.016, F.A.C., will maintain and implement a current written Incident Notification Procedure that shall include, but not be limited to compliance with the Department's Incident Reporting and Client Risk prevention standards as established in CFPO 215-6.
- O. Gateway will, in accordance with Rule 65C-14.012, F.A.C., maintain vehicle used for detoxification transportation in safe operating condition. Maintain and implement a written Insurance and Safety Requirements Standards Policy for all vehicles and drivers used for the transportation of adults. The policy must include, but is not limited, a minimum liability insurance policy of \$1,000,000 per person, and \$3,000,000 per incident.

**Section 3 - Responsibilities of County:** During the term hereof the County shall, at its own expense:

- A. Provide telephone triage for parties seeking services to Gateway's Detoxification Unit. SJCMHD staff will call Gateway for bed availability for all persons triaged through the SJCMHD.
- B. Formally request Gateway to provide referred clients with specified care pursuant to this agreement. Oral requests shall be promptly documented in writing to Gateway's representative designated from time-to-time in writing by Gateway's Chief Executive Officer.
- C. Assist in discharge planning and referral to County for follow-up services.
- D. Notify Gateway Detoxification staff of the need for transportation service in a timely manner after the patient has been medically cleared by Flagler Hospital staff.
- E. Ensure Patient Care Discharge Instruction Sheet and St. Johns County Referral Alcohol and Recovery Program Referral Form and any other pertinent paperwork is ready for patient pick-up at Flagler Hospital prior to transportation to Detoxification Facility at Gateway.
- F. Provide bus vouchers for the patient's return trip to St. Augustine.
- G. Follow procedures as outlined in Attachment II of this document for requesting patient transportation.
- H. Notify Gateway of designated individuals and telephone numbers as points of contact to share information and to address areas of conflict in service delivery.
- I. The County will remit full compensation to Gateway upon receipt of a monthly invoice as provided in Section 4 and upon approval by the SJCMHD Administrative Manager/Finance as to financial eligibility of client(s)

**Section 4 – Compensation:**

- A. The County will pay Gateway on a fee for service basis for actual bed days used, based on St. Johns County's current contract with the Department of Children and Families. The rates for fiscal year 2009/2010 are as follows:

Adult Detoxification services	\$202.00 per bed day
Adult Residential Level 2 (Men & Women)	\$174.03 per bed day
Adolescent Residential Level 2	\$174.00 per bed day
Transportation from Flagler Hospital To Gateway Detoxification	\$1,650 per month

- B. Gateway shall bill all other potential payor sources first, including insurance prior to billing the County. The County will not be responsible to pay for clients whose income exceeds the County sliding fee scale based on 200% of Federal Poverty Guidelines and for whom the County cannot be reimbursed by the state. Gateway will be responsible for making payment arrangements directly with higher income clients. Gateway will receive full credit for service days of higher income clients who are billed directly by Gateway. TANF will be considered a payor source of last resort, to the extent of available TANF funds.
- C. The County will pay invoices received from Gateway within 45 days of receipt, or within the time frame permitted under State law, whichever is longer.
- D. The amount of this contract for client services provided is not to exceed \$355,736 without prior authorization of the County. The total amount for this contract shall not exceed \$375,536 for client and transportation services.
- E. Included in the \$355,736 are payments for any individual client referred by the County to Gateway's Women's Recovery Program which shall be capped at \$10,000.00 per year of discharge.
- F. The County will not be financially responsible for adolescent clients referred by the Department of Juvenile Justice. Gateway will receive full credit for the service days.
- G. The County shall be responsible for notifying Gateway any time there is a change in the funding status of clients in treatment.
- H. For payment purposes, the rates agreed to in this contract will be retroactive back to July 1, 2009.

**Section 5 - Independent Contractor:** It is recognized that Gateway is an independent contractor with respect to the County. Nothing in this Agreement is intended or shall be construed to create an employer/employee relationship, a joint-venture relationship, or a lease or landlord-tenant relationship between Gateway and the County, or any Psychiatrist not employed by Gateway. Gateway has agreed to comply with all of the rules and regulations of the County. Neither Gateway nor its sub-contractors or employees shall have any claim, under this Agreement or otherwise, against the County for vacation pay, sick leave, retirement benefits, Social Security, Worker's Compensation, disability, or unemployment insurance benefits, or employee benefits of any kind. In the event that the Internal Revenue Service, Florida Department of Revenue, or any other governmental agency should question or challenge independent contractor status of Gateway, the parties hereto mutually agree that both Gateway and the County shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, irrespective of whom, such discussions or negotiations are initiated.

**Section 6 - Mutual Cooperation:** The clinical staff of Gateway and the County will each use best efforts to cooperate with respect to services, including but not limited to initial, intermediate and discharge evaluation, quality assurance and utilization review, to such end that appropriate types and amounts of services are rendered. The County requests a copy of Gateway's most recent financial audit to be submitted in a timely manner, but no later than December 1, 2009. The County also requests a copy of the most recent review from the Joint Accreditation Commission of Healthcare Organizations (JACHO) or The Commission on Accreditation of Rehabilitation Facilities, Inc. (CARF), whichever applies.

**Section 7 - Records:** The County and Gateway shall create and maintain accurate and complete records for all clients receiving services from such provider in accordance with all federal and state laws and regulations. Each shall permit the other prompt access to such records subject to all applicable federal and state laws regarding confidentiality, reasonable notice and reasonable costs of reproduction.

**Section 8 - Termination of this Agreement:** Notwithstanding any provision of this Agreement to the contrary, the parties may terminate this Agreement in accordance with the following rules:

- A. With, or without cause upon at least thirty (30) days written notice delivered to the other party by certified mail.
- B. This contract may be terminated for non-performance by the County upon no less than twenty-four (24) hours notice, if the immediate health, safety, or welfare of a referred client or the public is threatened or imperiled.
- C. Gateway may terminate this contract upon no less than twenty-four (24) hours notice if the County breaches a material provision of this contract or fails to substantially perform any obligation hereunder, if the immediate health, safety or welfare of a referred client or the public is threatened or imperiled.
- D. At any time during the term of this Agreement, if either party hereto fails to meet its responsibilities under this Agreement and the defaulting party fails to correct such deficient performance within 15 days of receipt of written notice of such efficiency by the no-defaulting party. If applicable the County may employ the default provisions in Chapter 60 A-1.006 (3) F.A.C.
- E. Upon written notice in the event of either party being adjudicated bankrupt, becoming insolvent, consenting to any voluntary bankruptcy or other similar arrangement, or in the event of the appointment of a receiver of such other party.
- F. In the event funds to finance this contract become unavailable, the County may terminate the contract upon no less that twenty-four (24) hours notice in writing to



Gateway. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department shall be the final authority as to the availability of funds.

- G. Upon termination of this contract by either party, Gateway agrees to coordinate with St. Johns County the transfer of clients for continued care and services as appropriate.

**Section 9 – Notice:** All notices or consents required or permitted herein shall be given in writing and shall be deemed to have been delivered when received in person or upon deposit in the United States Mail, certified, return receipt requested, at the addresses set forth below.

St. Johns County  
Board of County Commissioners  
Mental Health Department  
1955 U. S. 1 South, Ste. C-2  
St. Augustine, FL 32086  
Attn: Stacey Stanish

Gateway Community Services, Inc.  
555 Stockton Street  
Jacksonville, FL 32204  
Attn.: Gary Powers, CEO

**Section 10 - Gender and Number:** Whenever used herein, the masculine or neuter genders shall include all other genders, including the female gender, and the singular shall include the plural, where the context so permits.

**Section 11 - Binding Agreement:** The covenants and conditions herein contained shall apply to and bind the County and Gateway.

**Section 12 – Waiver:** The waiver by any party of any breach under this Agreement shall in no way operate as a waiver of a continuing or subsequent breach of the same or similar covenant or condition.

**Section 13 - Time of Essence:** Time shall be of the essence with respect to every team, covenant and condition of this Agreement in which time is a factor.

**Section 14 - Entire Agreement and Modification:** This instrument contains the entire agreement of the parties and supersedes all prior agreements and representations, whether oral or written, express or implied; and provision herein contained shall be modified only upon written agreement of the County and Gateway.

**Section 15 - Partial Invalidity:** If any one or more of the provisions of this Agreement shall be held invalid or unenforceable, the validity and enforceability of all other provisions of this Agreement shall not be affected thereby.

**Section 16 - Law of Agreement:** This Agreement shall be governed by and construed under the laws of the State of Florida.

**Section 17 - Governing Law and Venue:** The laws of the State of Florida shall govern the interpretation, construction, and legal effect of this Agreement, the parties agree that the state court forum for said litigation shall be in St. Johns County, Florida, in the court of appropriate jurisdiction, and that the federal court jurisdiction shall be in the Middle District court, Jacksonville, FL, Duval County, Florida.

**Section 18 – Abide:** The Contractor shall abide by all requirements as stated in the attached State of Florida, Department of Children and Families, Standard Contract, a seven page form, (pages 1 through 6 revised May 2009) dated July 1, 2009, Sections I, II, and III, attached hereto and incorporated herein by reference as Attachment III.

**Section 19 – Assignment:** This Agreement may not be assigned to either party without the prior written consent of the other party.

**Section 20 – Inconsistencies:** If there are any inconsistencies between the attachments and this document, provisions of this document not including incorporated items shall be applied and prevail.

**Section 21 - Warranty/Personnel:** Gateway warrants all services shall be performed by skilled and competent personnel in conformance with the accepted professional and technical standards in the field. Gateway further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this contract, and that they shall be fully qualified and, if required, authorized, permitted, certified and/or licensed under State and local law to perform such services. Where licenses, permits and certifications for the provision of services under this contract are required by Florida Statutes or Regulations, documentation of such licenses and certifications shall be presented to the County. Such personnel shall not be employees of or have any contractual relationship with the County. Failure to comply with the provisions of this Section shall constitute cause for termination under the provisions of the termination clause of this contract.

**Section 22 – Background Screening:** Any employees or contract employees shall undergo background screening/fingerprinting as applicable in accordance with existing Florida statutes.

**Section 23 – Liability:** To the extent permitted by law, Gateway shall indemnify and hold harmless the County, its officials, agents, servants, and employees from and against any, and all, claims, liabilities, losses and/or causes of action which may arise from any negligent act or omission on the part of Gateway to the extent such negligent act or omission is connected with the services provided pursuant to this Agreement

**Section 24 – Insurance:** Gateway shall have, and maintain, for the duration of this Agreement (including any extensions of this Agreement), any, and all, insurance coverage required by the State, and such insurance shall be in at least the minimum amounts required by the County's Risk Manager. Gateway shall have the County named as an additional insured. Failure to maintain

any, and/or all required insurance shall result in the automatic termination of this Agreement, without the necessity of providing any further written notification of termination.


IN WITNESS WHEREOF, the County and Gateway have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the day and year as first above written.

Gateway Community Services, Inc.

BY:   
Its President/CEO

Date: 8/10/09

Attest:

BY:   
Its Secretary

St. Johns County, Florida  
by and through its Board of  
County Commissioners

BY: \_\_\_\_\_  
County Administrator

Attest:

BY: \_\_\_\_\_  
Its Secretary

Date: \_\_\_\_\_

# St. Johns County Mental Health Department Inpatient Admission Information

*The following information is due by the second (2<sup>nd</sup>) day of St. Johns County client detox  
or residential stay at Gateway*

Client's Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

SS# \_\_\_\_\_ Ethnic Origin \_\_\_\_\_ Race \_\_\_\_\_

Date of Birth \_\_\_\_\_ Marital Status \_\_\_\_\_ Sex \_\_\_\_\_

Home Phone Number \_\_\_\_\_

Cell Phone \_\_\_\_\_

Employer \_\_\_\_\_

Employer's Phone Number \_\_\_\_\_

Date of Admission \_\_\_\_\_

Diagnosis \_\_\_\_\_

Self Pay or Insurance (Circle one) Reported Income: \$ \_\_\_\_\_ per month

Family Size \_\_\_\_\_

Card Holder's Name \_\_\_\_\_ SS# \_\_\_\_\_

Relationship to Client \_\_\_\_\_

Insurance Company Name \_\_\_\_\_

Phone Number \_\_\_\_\_

Identification Number \_\_\_\_\_ Group \_\_\_\_\_

Completed by \_\_\_\_\_

Date Faxed \_\_\_\_\_ Fax to Karen Hewitt at 904/209-6002

Received at SJCMHD by \_\_\_\_\_ Date \_\_\_\_\_

**Transportation Services for St. Johns County**

**Procedures for St. Johns County Transportation Services**

1. Gateway should be notified by St. Johns County staff of patient(s) in need of transportation services by calling Gateway's Detoxification nursing station at 904.781.0838. A beeper will be kept in the nursing station to ensure St. Johns County staff can contact nursing staff if unable to get through on the primary phone number. The beeper number is (904) 286-0430.
2. Gateway nursing staff will log in the request for transportation by recording the caller's name, the patient's name and the time of the call.
3. Nursing staff will notify the on-call transportation staff of the need for services via phone and beeper.
4. Patients will be picked up at Flagler Hospital within two hours of notification to Gateway's nursing station and transported to Gateway's Facility at 555 Stockton Street.
5. Patient's paperwork should be ready when the patient is picked up clearing the patient medically for detoxification at Gateway.
6. Patients will be provided bus vouchers for the return trip to St. Augustine by St. Johns County through Gateway's detoxification program when they are medically stable and completed their detoxification protocols.
7. Suicidal or aggressive patients will not be transported by Gateway staff.

Res 09-163  
 Contract No. NH210  
 CFDA No. 93.959

Client  Non-Client   
 Multi-District

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES STANDARD CONTRACT

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "department" and St. Johns County Board of County Commissioners, hereinafter referred to as the "provider".

I. THE PROVIDER AGREES:

A. Contract Document

To provide services in accordance with the terms and conditions specified in this contract including all attachments and exhibits, which constitute the contract document.

B. Requirements of Section 287.058, Florida Statutes, (F.S.)

The provider shall provide units of deliverables, including reports, findings, and drafts, as specified in this contract. These deliverables must be received and accepted by the contract manager in writing prior to payment. The provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit; where itemized payment for travel expenses are permitted in this contract, submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this contract. To allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. and as prescribed by subsection 119.07(1) F.S., made or received by the provider in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the provider's failure to comply with this provision shall constitute an immediate breach of contract for which the department may unilaterally terminate the contract.

C. Governing Law

1. State of Florida Law

This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law including Florida provisions for conflict of laws.

2. Federal Law

a. If this contract contains federal funds, the provider shall comply with the provisions of 45 Code of Federal Regulations (CFR), Part 74, and/or 45 CFR, Part 92, and other applicable regulations.

b. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The provider shall report any violations of the above to the department.

c. No federal funds received in connection with this contract may be used by the provider, or agent acting for the provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment III. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager, prior to payment under this contract.

d. Unauthorized aliens shall not be employed. The department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the department.

e. If this contract contains \$10,000 or more of federal funds, the provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

f. If this contract contains federal funds and provides services to children up to age 18, the provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

D. Audits, Inspections, Investigations, Records and Retention

1. The provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the department under this contract

2. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract shall be maintained by the provider for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the department.

3. Upon demand, at no additional cost to the department, the provider will facilitate the duplication and transfer of any records or documents during the required retention period in Section I, Paragraph D. 2.

4. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the department.

5. At all reasonable times for as long as records are maintained, persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, section 92.36(i)(10), shall be allowed full access to and the right to examine any of the provider's contracts and related records and documents, regardless of the form in which kept.

6. A financial and compliance audit shall be provided to the department as specified in this contract and in Attachment \_\_\_\_\_ II and to ensure that all related party transactions are disclosed to the auditor.

7. The provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

#### **E. Monitoring by the Department**

The provider shall permit all persons who are duly authorized by the department to inspect and copy any records, papers, documents, facilities, goods and services of the provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the provider to assure the department of the satisfactory performance of the terms and conditions of this contract. Following such review, the department will deliver to the provider a written report of its findings and request for development, by the provider of a corrective action plan where appropriate. The provider hereby agrees to timely correct all deficiencies identified in the corrective action plan.

#### **F. Indemnification**

1. Except to the extent permitted by section 768.28, F.S. or other Florida Law, Paragraph F, is not applicable to contracts executed between the department and state agencies or subdivisions defined in subsection 768.28(2), F.S.

2. To the extent permitted by Florida Law, the provider shall indemnify, save, defend, and hold the department harmless from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this agreement or performance of the services provided for herein. It is understood and agreed that the provider is not required to indemnify the department for claims, demands, actions or causes of action arising solely out of the department's negligence.

#### **G. Insurance**

Continuous adequate liability insurance coverage shall be maintained by the provider during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in this contract.

#### **H. Confidentiality of Client Information**

The provider shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

#### **I. Assignments and Subcontracts**

1. The provider shall neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the department shall be null and void.

2. The provider is responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the provider or its subcontractors. Any subcontracts shall be evidenced by a written document. The provider further agrees that the department shall not be liable to the subcontractor in any way or for any reason. The provider, at its expense, will defend the department against such claims.

3. The provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the provider and paid by the provider to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

4. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the successors in interest of either the provider or the department.

#### **J. Return of Funds**

The provider shall return to the department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of this contract that were disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that an overpayment has been made, the provider shall repay said overpayment immediately without prior notification from the department. In the event that the department first discovers an overpayment has been made, the contract manager, on behalf of the department, will notify the provider by letter of such findings. Should repayment not be made forthwith, the provider will be charged at the lawful rate of interest on the outstanding balance after department notification or provider discovery.

#### **K. Client Risk Prevention and Incident Reporting**

1. If services to clients are to be provided under this contract, the provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6 or circuit or region operating procedures.

2. The provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the provider and its employees.

#### **L. Purchasing**

1. Articles which are the subject of or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

2. The provider shall procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, and 287.045, F.S.

#### **M. Civil Rights Requirements**

1. In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the provider shall not discriminate against any employee (or applicant for employment) in the performance of this contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the provider agrees not to discriminate against any applicant/client or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

2. Complete the Civil Rights Compliance Checklist, CF Form 946 in accordance with CFOP 60-16 and 45 CFR 80. This is required of all providers that have fifteen (15) or more employees.

3. Subcontractors who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of 287.134, F.S.

#### **N. Independent Capacity of the Contractor**

1. Act in the capacity of an independent contractor and not as an officer, employee of the State of Florida, except where the provider is a state agency. Neither the provider nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the department unless specifically authorized in writing to do so.

2. This contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.

3. The provider shall take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

4. The department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the provider, or its subcontractor or assignee, unless specifically agreed to by the department in this contract.

5. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the provider.

#### **O. Sponsorship**

As required by section 286.25, F.S., if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (provider's name) and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

#### **P. Publicity**

Without limitation, the provider and its employees, agents, and representatives will not, without prior departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the provider has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the provider's prospective customers.

#### **Q. Final Invoice**

The final invoice for payment shall be submitted to the department no more than 45 days after the contract ends or is terminated. If the provider fails to do so, all rights to payment are forfeited and the department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto, have been approved by the department.



## **R. Use of Funds for Lobbying Prohibited**

The provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

## **S. Public Entity Crime**

Pursuant to section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

## **T. Gratuities**

The provider agrees that it will not offer to give or give any gift to any department employee. As part of the consideration for this contract, the parties intend that this provision will survive the contract for a period of two years. In addition to any other remedies available to the department, any violation of this provision will result in referral of the provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the provider's name on the suspended vendors list for an appropriate period. The provider will ensure that its subcontractors, if any, comply with these provisions.

## **U. Patents, Copyrights, and Royalties**

1. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.

2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with performance under this contract are hereby reserved to the State of Florida.

3. The provider shall provide prompt written notification to the department of any claim of copyright or patent infringement arising from the performance of this contract. The provider may, at its option and expense, procure for the department, the right to continue use of, replace, or modify the article to render it non-infringing. The provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. If not a state agency, as that term is defined in subsection 768.28, F.S., the provider shall, without exception, indemnify and save harmless the department and its employees from any liability of any nature or kind whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the provider in the performance of this contract. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.

4. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract.

## **V. Construction or Renovation of Facilities Using State Funds**

Any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the provider agrees that, if it disposes of the property before the department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

## **W. Information Security Obligations**

1. An appropriately skilled individual shall be identified by the provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the department's security staff and will maintain an appropriate level of data security for the information the provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all provider employees that request or have access to any departmental data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated provider employees.

2. The provider shall hold the department harmless from any loss or damage incurred by the department as a result of information technology used, provided or accessed by the provider.

3. The provider shall provide the latest departmental security awareness training to its' staff and subcontractors who have access to departmental information.

4. All provider employees who have access to departmental information shall be provided a copy of CFOP 50-2 and shall sign the DCF Security Agreement form CF 0114 a copy of which may be obtained from the contract manager.

5. The provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the provider shall assure that unencrypted personal and confidential departmental data will not be stored on unencrypted storage devices. The provider shall require the same of all subcontractors.

6. The provider agrees to notify the contract manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data. The provider shall require the same notification requirements of all subcontractors.

7. The provider shall provide notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data provided in s. 817.5681, F.S. The provider shall require the same notification requirements of all subcontractors.

#### **X. Accreditation**

The department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of our providers will either be accredited, have a plan to meet national accreditation standards, or will initiate one within a reasonable period of time.

#### **Y. Provider Employment Opportunities**

##### **1. Agency for Workforce Innovation and Workforce Florida**

The provider understands that the department, the Agency for Workforce Innovation, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The department encourages provider participation with the Agency for Workforce Innovation and Workforce Florida.

##### **2. Transitioning Young Adults**

The provider understands the department's Operation Full Employment initiative to assist young adults aging out of the dependency system. The department encourages provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

#### **Z. Health Insurance Portability and Accountability Act**

The provide shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

#### **AA. Emergency Preparedness**

1. If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the provider shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term supervision includes the responsibility of the department, or its contracted agents to ensure the safety, permanency and well-being of a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting.

2. The department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the department may exercise oversight authority over such provider in order to assure implementation of agreed emergency relief provisions.

3. An updated emergency preparedness plan shall be submitted by the provider no later than 12 months following the acceptance of an original plan or acceptance of an updated plan. The department agrees to respond in writing within 30 days of receipt of the updated plan, accepting, rejecting, or requesting modification to the plan.

#### **BB. PUR (Purchasing) 1000 Form**

The PUR 1000 Form is hereby incorporated by reference. In the event of any conflict between the PUR 1000 Form, and any terms or conditions of this contract (including the department's Standard Contract), the terms or conditions of this contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

#### **CC. Notification of Legal Action**

The provider shall notify the department of legal actions taken against them or potential actions such as lawsuits, related to services provided through this contract or that may impact the provider's ability to deliver the contractual services, or adversely impact the department. The department's contract manager will be notified within 10 days of provider becoming aware of such actions or from the day of the legal filing, whichever comes first.

### **II. THE DEPARTMENT AGREES:**

#### **A. Contract Amount**

The department shall pay for contracted services according to the terms and conditions of this contract in an amount not to exceed \$5,539,230.00 or the rate schedule, subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

## B. Contract Payment

Pursuant to section 215.422, F.S., the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the department or the goods or services are received, inspected, and approved, a separate interest penalty set by The Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the provider requests payment.

## C. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in subsection 215.422, F.S., which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

## D. Notice

Any notice that is required under this contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent to the representative of the provider responsible for administration of the program, to the designated address contained in this contract.

## III. THE PROVIDER AND DEPARTMENT MUTUALLY AGREE:

### A. Effective and Ending Dates

This contract shall begin on July 1, 2009, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Daytona Beach, Florida, on June 30, 2012.

### B. Financial Penalties for Failures to Comply with Requirement for Corrective Action.

1. In accordance with the provisions of Section 402.73(1), F.S., and Section 65-29.001, Florida Administrative Code, corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

2. The increments of penalty imposition that shall apply, unless the department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

3. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

4. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the department may deduct the amount of the penalty from invoices submitted by the provider.

### C. Termination

1. This contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the provider responsible for administration of the program.

2. In the event funds for payment pursuant to this contract become unavailable, the department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed.

3. This contract may be terminated for the provider's non-performance upon no less than twenty-four (24) hours notice in writing to the provider. If applicable, the department may employ the default provisions in Rule 60A-1.006(3), Florida Administrative Code. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.

4. Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the department, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or (2) had a contract terminated by the department for cause.

### D. Renegotiations or Modifications

Modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the department's operating budget.

**E. Official Payee and Representatives (Names, Addresses, Telephone Numbers, and e-mail addresses):**

1. The provider name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:

Name: St. Johns County Board of County Commissioners  
Address: c/o Michael D. Wanchick, County Administrator  
500 San Sebastian View  
City: St. Augustine State:FL Zip Code:32084 Phone:904-209-0530  
e-mail: mwanchick@sjcfl.us

2. The name of the contact person and street address where financial and administrative records are maintained is:

Name: Nancy Wilson  
Address: 1955 Highway US 1 South  
City: St. Augustine State:FL Zip Code:32084 Phone:904-209-6043  
e-mail:nwilson@sjcfl.us

3. The name, address, telephone number and e-mail address of the contract manager for the department for this contract is:

Name: Joseph P. Miller, M.S.,M.,Div., CAP  
Address: 210 North Palmetto Avenue  
City: Daytona Beach State:FL Zip Code:32114-3269 Phone:386-947-4042  
e-mail: joseph\_miller@dcf.state.fl.us

4. The name, address, telephone number and e-mail of the representative of the provider responsible for administration of the program under this contract is:

Name: Rex Emerick, Acting Executive Director  
Address: 1955 U.S. 1 South  
City: St. Augustine State:FL Zip Code:32084 Phone:904-209-6099  
e-mail:remerick@sjcfl.us

5. Upon change of representatives (names, addresses, telephone numbers and e-mail addresses) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

**F. All Terms and Conditions Included**

This contract and its attachments, II, II and III 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 term or provision shall be stricken.

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III. F. above. IN WITNESS THEREOF, the parties hereto have caused this 116 page contract to be executed by their undersigned officials as duly authorized.

PROVIDER:

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

St. Johns County Board of County Commissioners

Signature: Cyndi Stevenson  
Print/Type: Cyndi Stevenson  
Name: Cyndi Stevenson  
Title: Chairman, Board of County Commissioners  
Date: 6-8-09

Signature: Reginald Williams  
Print/Type: Reginald Williams  
Name: Reginald Williams  
Title: Circuit Administrator  
Date: 6/11/09

STATE AGENCY 29 DIGIT FLAIR CODE: \_\_\_\_\_

Federal Tax ID # (or SSN): F-596000825

Provider Fiscal Year Ending Date: 09/30.

**CONTRACT/AGREEMENT/MOU CHECKLIST**

**Name of Document:** 09-08—Gateway Contract

**Initials of Attorney Reviewing Document:** MDH

**Date of Review:** (1<sup>st</sup> Review) 8/13/09; (2<sup>nd</sup> Review) \_\_\_\_\_; (3<sup>rd</sup> Review) \_\_\_\_\_;

(4<sup>th</sup> Review) \_\_\_\_\_; (Date of Subsequent Review) \_\_\_\_\_

**Standard Agreements**

(Form, Format Content Pre-approved by Office of County Attorney and Board)

(Date Reviewed and Acknowledged to Follow/Conform to Standard Form, Format, Content)

**(Purchase & Sale):** \_\_\_\_\_

**(Construction):** \_\_\_\_\_

**(Amphitheatre):** \_\_\_\_\_

**(Easement):** \_\_\_\_\_

**(County Leases):** \_\_\_\_\_

**(County EDA (Economic Development Agreement)):** \_\_\_\_\_

**(CBC (Community-Based Care Contract)):** X

**(County Grant Contract):** \_\_\_\_\_

**(State Standard and/or Grant Contract):** \_\_\_\_\_

**(Federal Standard and/or Grant Contract):** \_\_\_\_\_

**NON-STANDARD CONTRACT/AGREEMENT REVIEW**

	<b>Page/ Section</b>	<b>Approve</b>	<b>Not Approve</b>	<b>Reason</b>	<b>Suggested Action</b>
<b>Incorporation of Recitals</b>	_____	_____	_____	_____	_____
<b>Duration of Contract</b>	_____	_____	_____	_____	_____
<b>Extension/Renewal</b>	_____	_____	_____	_____	_____
<b>Amendments to Contract</b>	_____	_____	_____	_____	_____
<b>Assignment</b>	_____	_____	_____	_____	_____
<b>Compensation</b>	_____	_____	_____	_____	_____
<b>Billing/Invoicing</b>	_____	_____	_____	_____	_____
<b>Indemnity Provision</b>	_____	_____	_____	_____	_____
<b>Insurance</b>	_____	_____	_____	_____	_____
<b>Termination</b>	_____	_____	_____	_____	_____
<b>Access to Records</b>	_____	_____	_____	_____	_____
<b>Review of Records</b>	_____	_____	_____	_____	_____
<b>Severability Provision</b>	_____	_____	_____	_____	_____
<b>Notices</b>	_____	_____	_____	_____	_____
<b>Governing Law</b>	_____	_____	_____	_____	_____
<b>Venue</b>	_____	_____	_____	_____	_____
<b>Permits/Licenses</b>	_____	_____	_____	_____	_____
<b>No 3<sup>rd</sup> Party Beneficiaries</b>	_____	_____	_____	_____	_____
<b>Independent Contractor Status</b>	_____	_____	_____	_____	_____
<b>No Commitment of County Funds</b>	_____	_____	_____	_____	_____
<b>Liquidated Damages</b>	_____	_____	_____	_____	_____
<b>Survival</b>	_____	_____	_____	_____	_____

**Note: Under Approve—Initials NI/NN reflect Not Included/Not Needed—approved anyway**

**Note: Under Approve (Insurance)—Initials STRMA reflect Subject to Risk Manager’s Approval**

**Reason Code:**

**(A) Illegal Under Federal, State, or Local Law, Rule, or Policy**

**(B) Shifts an unnecessary/unwanted financial/legal burden to County**

**(C) Indemnification Provision does not adequately indemnify County**

**(D) Indemnification Provision improperly indemnifies other party**

**(E) Provision omitted Standard/required County language, such as language on Public Records, Governing Law, Venue**

**(F) Provision contradictory with another Provision in Contract**

**(G) Not in short or long-term health, safety, welfare interests of the County**

**(H) Provision overly broad**

**(I) Provision overly restrictive**

**(J) Provision vague**

**(K) Question of whether provision can actually be performed**

**(L) Provision does not reflect what had been negotiated**

**(M) Provision needs clarification**

**Suggested Action Code:**

**(RV) Revise**

**(NF) Negotiate Further**

**(DSTN) Delete, Subject to Negotiation**

**(MIPIA) Must Include Provision in Contract**

**(WNAWD) Will Not Approve Without Deletion**

**TYPOGRAPHICAL ERRORS**

<b>ERROR</b>	<b>PAGE/SECTION</b>	<b>CORRECTED</b>
_____	_____	_____
_____	_____	_____

**OTHER CONCERNS**

<b>CONCERN</b>	<b>PAGE/SECTION</b>	<b>SUGGESTED ACTION</b>
_____	_____	_____
_____	_____	_____