

REVISED RESOLUTION NO. 2009- 275

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND ST. GERARD CAMPUS, 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 Choose Life License Plate funds to the St. Gerard Campus, which are to be disbursed by St. Johns County, Florida, in an amount not to exceed seven thousand dollars (\$7,000.00), for the purpose of the providing counseling and other services to pregnant women who are already committed to placing the children for adoption, pursuant to Florida Statutes 320.08062 and 3230.08058 (29); 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. JOHNS 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 St. Johns County, Florida, and the St. Gerard Campus, and authorizes the Chair of the Board of County Commissioners to execute the Agreement on behalf of the County.

Section 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, Florida, this 6<sup>th</sup> day of October, 2009.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

Attest: Cheryl Strickland, Its. Clerk

By: Pam Halteman  
Deputy Clerk

By:

Ron Sanchez  
Ron Sanchez, Chairman

Rendition Date: 11/12/09



**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND ALPHA OMEGA MIRACLE HOME, 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 Choose Life License Plate funds to the Alpha Omega Miracle Home, which are to be disbursed by St. Johns County, Florida, in an amount not to exceed seven thousand dollars (\$7,000.00), for the purpose of the providing counseling and other services to pregnant women who are already committed to placing the children for adoption, pursuant to Florida Statutes 320.08062 and 3230.08058 (29); 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. JOHNS 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.

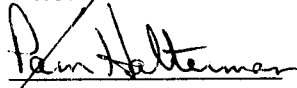
Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the Agreement between St. Johns County, Florida, and the Alpha Omega Miracle Home, and authorizes the Chair of the Board of County Commissioners to execute the Agreement on behalf of the County.

Section 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, Florida, this 6th day of October, 2009.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

Attest:

  
Deputy Clerk

By:

  
Chair

STANDARD NONPROFIT CONTRACT/Cost Reimbursement

**CONTRACT BETWEEN  
THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
And  
St. Gerard Campus, Inc. (Choose Life Tag Funds)**

**THIS CONTRACT** is entered into and effective on the 1<sup>st</sup> day of October, 2009, between St. Johns County, hereinafter referred to as "**COUNTY**" and St. Gerard Campus, 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**

The funding amount as described in Article III below shall be made only upon the condition that it is used as follows:

1. As a qualified agency pursuant to 320.08062 and 320.08058(29), Florida Statutes, Agency must continue to limit its services to counseling and meeting the physical needs of pregnant women who are already committed to placing their children for adoption. Funds will not be distributed to any agency that is involved or associated with abortion activities, including counseling for or referrals to abortion clinics, providing medical abortion-related procedures or pro-abortion advertising.
2. Agency may not charge women for the services received.
3. 70% of funds received must be used to provide material needs of pregnant women who are committed to placing their children for adoption. These needs include clothing, housing, medical care, food, utilities and transportation. Funds may be also be expended on infants awaiting placement with adoptive parents. The remaining 30% of funds may be used for adoption, counseling training or advertising, but may not be used for administrative expenses, legal expenses or capital expenditures.
4. Any unused funds that exceed 10% of the funds received by the agency during its fiscal year must be returned to the county for distribution to other qualified agencies.

Programs 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, 2009** and end **September 30, 2010**, 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 **\$7,000.00**. 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 services listed in Article I, at a varying monthly rate which may exceed \$583.33, which is 1/12 of the funds appropriated to the **PROVIDER** by action of the Board of County Commissioners. This contract is for the payment of a varying number of units of service at a varying rate each month but not to exceed the total contract amount of \$7,000.00.

**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 A- Payment Request and EXHIBIT 1B - Expenditure Worksheet- Due: Monthly by the 20<sup>th</sup> 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 and a **Choose Life Funds Expenditure Worksheet listing services provided/paid for during the reporting period must be attached to the Payment Request (Exhibit 1B).**

**EXHIBIT 2 – Program/Demographics – Due: April 30, 2010 and October 31, 2010.**

**EXHIBIT 3 - Certificate of Insurance - Insert in contract.**

**EXHIBIT 4 – Annual Choose Life Specialty License Plate Report to St. Johns County – DUE OCTOBER 15, 2009**

## **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**

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 Principals (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.

## **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, 500 San Sebastian View, St. Augustine, FL 32084***, 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 rise 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 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.

That they will acknowledge support for activities funded wholly or in part by **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: Caroline A. Wolff  
Title: Executive Director  
Agency: St. Gerard Campus, Inc.  
Address: P.O. Box 4382  
St. Augustine, FL 32085  
Telephone: (904) 829-5516  
Fax: (904) 825-2858  
Email : stgerardcampu611@bellsouth.net

**COUNTY:**

Name: Ann Henry  
Title: Contracts Coordinator  
SJC Social Services Dept.  
Address: 1955 US 1 South, Suite D9  
St. Augustine, FL 32086  
Telephone: (904) 209-6142  
Fax: (904) 209-6141  
Email: ahenry@sjcfl.us

The signatures of the **two** persons shown below are **designated** and **authorized** by the **PROVIDER** to sign all applicable reports:

Caroline A Wolff  
Name (Print)  
Caroline A Wolff  
Signature  
Director  
Title (Print)

OR

\_\_\_\_\_  
Name (Print)  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
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 11-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: Caroline A. Wolff

Caroline A. Wolff  
(Signature of authorized officer)  
Executive Director

Sept 4, 2009  
Date

**COUNTY: ST. JOHNS COUNTY**

By: Cyndi Stevenson

\_\_\_\_\_  
(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 4 day of Sept, 2009, by Carol Wolff who is personally known

to me or who has produced \_\_\_\_\_ as identification and who  did ( did not) take an oath.

NOTARY:

By: [Signature]  
Notary of Public (Signature)



**ATTEST: CLERK OF CIRCUIT COURT**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:  
COUNTY ATTORNEY'S OFFICE**

By: Michael D. Hulse  
Title: Deputy County Attorney  
Date: 9/21/09

EXHIBIT 1 A

PAYMENT REQUEST  
COST REIMBURSEMENT CONTRACT

Mail to: Ann Henry, Contracts Coordinator  
St. Johns County Social Services Department  
1955 US 1 South, Suite D9  
St. Augustine, FL 32086  
(904) 209-6142 Fax: (904) 209-6141  
E-Mail: ahenry@sjcfl.us

Agency: St. Gerard Campus, Inc.  
Mailing Address: P.O. Box 4382  
St. Augustine, FL 32085  
Phone: (904) 829-5516  
E-MAIL: sgerardcampus611@bellsouth.net  
FAX: (904) 825-2858

County FY  
2009-2010  
Choose Life Tag Funds

(Enter Month/Year of Request)

a. NAME OF EACH PROGRAM RECEIVING FUNDING FROM	b. TOTAL FY2009 BUDGET AMOUNT	c. ATTACH PROOF OF PAYMENT/PAID INVOICES TO THIS INVOICE	d. TOTAL AMOUNT INVOICED TO ST. JOHNS COUNTY	CONTRACT BALANCE AFTER THIS INVOICE
Adoption Related services provided, compliant with Florida Statutes 320.08062 and 320.08058 (29).	\$7,000.00		\$	\$
<b>TOTAL</b>			\$	\$

Total Invoice \$

FOR ST. JOHNS COUNTY USE ONLY

CERTIFIED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

AUTHORIZED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

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 \_\_\_\_\_  
DATE \_\_\_\_\_



EXHIBIT 2

**DEMOGRAPHICS OF CLIENTS SERVED IN PROGRAM**

Program Name:		St. Gerard Campus - Choose Life Funds	
UNDUPLICATED CLIENT CHARACTERISTICS			
Reporting Period		# of Clients served in Program	
Oct 1, 2009 - Mar 31, 2010			
Apr 1, 2010 - Sep 30, 2010			
<b>AGE GROUP</b>		Children (0-17)	Adults (18 & up)
<b>GENDER</b>		Children (0-17)	Adults (18 & up)
<b>RACE</b>		Children (0-17)	Adults (18 & up)
<b>ETHNICITY</b>		Children (0-17)	Adults (18 & up)
<b>RELIGIOUS AFFILIATION</b>		Children (0-17)	Adults (18 & up)
<b>ANNUAL INCOME</b>		Children (0-17)	Adults (18 & up)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/27/2009

<b>PRODUCER</b> THE REGAN AGENCY P.O. DRAWER 897 HASTINGS, FL 32146	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> ST. GERARD CAMPUS P.O. BOX 4362 ST AUGUSTINE, FL 32086	<b>INSURER A:</b> COLONY INSURANCE	
	<b>INSURER B:</b> AIG INSURANCE	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

### 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.

INSUR. LTR.	ADULT (MINOR)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	Y	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	LBA0113310	01/07/2009	01/07/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (See coverages) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If Yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER P.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B		OTHER	1182928	08/17/2009	01/07/2010	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED

<b>CERTIFICATE HOLDER</b> ST. JOHNS COUNTY, A POLITICAL SUBDIVISION, ITS AGENTS, EMPLOYEES, AND PUBLIC OFFICIALS 4010 LEWIS SPEEDWAY ST. AUGUSTINE, FL 32086	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURED, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <i>[Signature]</i>
--	---

## IMPORTANT

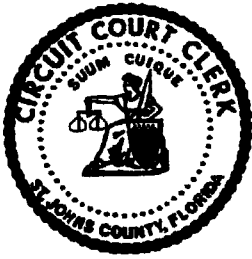
If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT 4



ANNUAL CHOOSE LIFE SPECIALTY LICENSE  
 PLATE REPORT  
 TO ST. JOHNS COUNTY  
 BY St. Gerard Campus

For the period October 1, 2009 through September 30, 2010

Annual Plate Fees Received from St. Johns County

Date of Check	\$ Amount

Total Plate Fees Received \$ \_\_\_\_\_

Interest Earned on Fees \$ \_\_\_\_\_

Total Revenues \$ \_\_\_\_\_

Annual Plate Fee Expenditures

Primary Expenses	Women	Infants	Total
Clothing			
Housing			
Medical Care			
Food			
Utilities			
Transportation			
Subtotal:			

Percentage of Distributed Fees Utilized: \_\_\_\_\_ %

Secondary Expenses	Women	Infants	Total
Counseling			
Training			
Advertising			
Adoption			
Subtotal:			

Percentage of Distributed Fees Utilized: \_\_\_\_\_ %

Total Expenditures: \$

Total Percent of Plate Fee Distributions Utilized: \_\_\_\_\_ %

EXHIBIT 4  
**ANNUAL CHOOSE LIFE SPECIALTY LICENSE PLATE REPORT  
 TO ST. JOHNS COUNTY  
 (Continued)  
 BY St. Gerard Campus**

For the period October 1, 2009 through September 30, 2010

Utilizing additional pages, if necessary, please provide the following information for each sub-class of the above Primary and Secondary Expenditures:

Date of Check	Check No.	Purpose of Expenditure	Amount
Total Expenditures:			

Fiscal Year Ending Balance \$ \_\_\_\_\_  
 (Total Revenues less Total Expenditures)

UNDER PENALTY OF PERJURY I DO HEREBY SWEAR OR AFFIRM THAT NO FEES RECEIVED FROM THE SPECIALTY LICENSE PLATE PROGRAM, OR INTEREST FROM THE INVESTMENT OF THOSE FEES HAVE BEEN EXPENDED FOR COMMERCIAL OR FOR-PROFIT ACTIVITIES NOR FOR GENERAL OR ADMINISTRATIVE EXPENSES EXCEPT AS AUTHORIZED BY F.S. 320.08058 OR TO PAY THE COST OF THE AUDIT OR REPORT REQUIRED BY F.S. 320.08062 AND THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

\_\_\_\_\_  
 (Signature or organization head) (Date)

\_\_\_\_\_  
 (Printed name) (Title)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY  
 OF \_\_\_\_\_, \_\_\_\_\_ BY \_\_\_\_\_  
 (Month) (Year) (Name of person making statement)

WHO (Check One)  
 \_\_\_\_\_ IS PERSONALLY KNOWN TO ME, OR  
 \_\_\_\_\_ PRODUCED IDENTIFICATION \_\_\_\_\_  
(Type of ID Produced)

\_\_\_\_\_  
 (Signature of notary public) (Print, Type, or Stamp commissioned name of notary public)