RESOLUTION NO. 2010-221

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, St. Johns County 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 5th day of October, 2010.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

Attest: Cheryl Strickland, Clerk

By: Pam Holtermann
Deputy Clerk

By:
Chair

RENDITION DATE 10/6/10
STANDARD NONPROFIT CONTRACT/Cost Reimbursement

CONTRACT BETWEEN
THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
And
Alpha Omega Miracle Home, Inc. (Choose Life Tag Funds)

THIS CONTRACT is entered into and effective on the 1st day of October, 2010, between St. Johns County, hereinafter referred to as "COUNTY" and Alpha Omega Miracle Home, 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, 2010 and end September 30, 2011 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 20th of the following month. Must be based upon approved unit rates and actual uncompensated units provided during the reporting
period. Payment will be made upon receipt and approval by the COUNTY of a completed Payment Request 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, 2011 and October 31, 2011.**

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

☐ EXHIBIT 4 – Annual Choose Life Specialty License Plate Report to St. Johns County – **DUE OCTOBER 15, 2011.**

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, 4010 Lewis Speedway, St. Augustine, FL 32095, will be attached to this contract as an exhibit. Certificate(s) must be provided for the following:

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

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

3. Comprehensive General Liability - The PROVIDER shall maintain during the life of this Contract, Comprehensive General Liability Insurance in the amount of $1,000,000 per occurrence to protect the PROVIDER from claims for damages for bodily injury, including wrongful death, as well as from claims or property damages which may arise from any operations under this Contract whether such operations be by the PROVIDER or by anyone directly employed by or contracting with the PROVIDER.
The General Liability Policy Certificate shall name "St. Johns County, a political subdivision and 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 Statues, 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:    Lisa Franklin  
Title:    Executive Director  
Agency:  Alpha Omega Miracle Home, Inc.  
Address:  1835 US 1 South, Suite 119-235  
St. Augustine, FL 32086  
Telephone: (904) 823-8588  
Fax: (904) 823-8984  
Email: lisa@aomh.org

COUNTY:  
Name:    Ann Henry  
Title:    Contracts Coordinator  
Address:  SJC Social Services Dept.  
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 representing the Provider shown below are designated and authorized to sign all applicable reports:

Lisa Franklin  
Name (Print)  
Signature  
President

OR  
Mona L. Drainer  
Name (Print)  
Signature  
Financial Director

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.

ARTICLE XVI – PERMITS AND LICENSES

To the extent that the PROVIDER needs to secure, obtain/acquire, maintain permits, certificates, approvals, and/or licenses, in order to provide the Services noted in this Contract, then the PROVIDER, shall be responsible, at PROVIDER’s sole expense, for securing, obtaining/acquiring, and maintaining
any, and all, permits, licenses, certificates, and/or approvals required by applicable Federal, State, and/or County law, rule, regulation, or ordinance.

ARTICLE XVII – NO THIRD PARTY BENEFICIARIES

Both the COUNTY, and the PROVIDER explicitly agree, and this Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE XVII – ACCESS TO RECORDS

The access to, disclosure, non-disclosure, or exemption of records, data, documents, correspondence, and/or materials associated with this Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. It is specifically understood that access to "personally identifiable information" as defined in the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), is controlled by, and subject to, the provisions of HIPAA. Access to such records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or unaffiliated party.
IN WITNESS THEREOF, PROVIDER and COUNTY have caused this 12-page contract and all Contract Exhibits and Attachments as indicated on next page to be executed by their undersigned officials as duly authorized.

PROVIDER:

By: Lisa Franklin

(Signature of authorized officer)

Executive Director

Date: 9-10-2010 9-20-2010

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 26th day of Sept., 2010,

by Lisa Franklin, who is personally known to me or who has produced as identification and who ☐ did (☐ did not) take an oath.

NOTARY:

By: ___________________________

Notary of Public (Signature)

(Notary Stamp)

COUNTY: ST. JOHNS COUNTY

By:

(Signature of authorized officer)

Chair, Board of County Commissioners

Date:

ATTEST: CLERK OF CIRCUIT COURT

By: ___________________________

Title: ___________________________

Date: ___________________________

APPROVED AS TO FORM:
COUNTY ATTORNEY'S OFFICE

By: ___________________________

Title: Deputy County Attorney

Date: 8/10/10
PAYMENT REQUEST  
COST REIMBURSEMENT CONTRACT

<table>
<thead>
<tr>
<th>a. NAME OF EACH PROGRAM RECEIVING FUNDING FROM ST. JOHNS COUNTY</th>
<th>b. TOTAL FY2011 BUDGET AMOUNT</th>
<th>c. ATTACH PROOF OF PAYMENT/PAID INVOICES TO THIS INVOICE</th>
<th>d. TOTAL AMOUNT INVOICED TO ST. JOHNS COUNTY</th>
<th>CONTRACT BALANCE AFTER THIS INVOICE</th>
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<tr>
<td>Adoption Related services provided, compliant with Florida Statutes 320.08062 and 320.08058 (29)</td>
<td>$7,000.00</td>
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I certify that all services on this report have been performed in compliance with applicable statutes and regulations, and in accordance with the approved County contract.

________________________________________
Signature of authorized representative
DATE ____________________________

Total Invoice $________________________

FOR ST. JOHNS COUNTY USE ONLY

CERTIFIED BY: _______________________
DATE: _____________________________

AUTHORIZED BY: _____________________
DATE: _____________________________

Agency: Alpha Omega Miracle Home, Inc. (AOMH)
Mailing Address: 1835 US 1 South, Suite 119-235
St. Augustine, FL 32084
Phone: (904) 823-8588
E-MAIL: lisa@aomh.org
FAX: (904) 823-8984

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
EXHIBIT 1B – CHOOSE LIFE FUNDS EXPENDITURE WORKSHEET

Client Name: ___________________________  Date: ____________

Line Item:                                                                 Amount:

Clothing
Housing
Medical
Food
Utilities
Transportation
Counseling
Education
Other

Total

$ ________________________

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## DEMOGRAPHICS OF CLIENTS SERVED IN PROGRAM

<table>
<thead>
<tr>
<th>Program Name:</th>
<th>Alpha Omega Miracle Home - Choose Life Funds</th>
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### UNDuplicated CLIENT CHARACTERISTICS

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<th>Reporting Period</th>
<th># of Clients served in Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oct 1, 2010 - Mar 31, 2011</td>
<td>Children (0-17)</td>
</tr>
<tr>
<td>Apr 1, 2011 - Sep 30, 2011</td>
<td>Children (0-17)</td>
</tr>
</tbody>
</table>

### AGE GROUP

<table>
<thead>
<tr>
<th>AGE GROUP</th>
<th>Children (0-17)</th>
<th>Adults (18 &amp; up)</th>
</tr>
</thead>
</table>

### GENDER

<table>
<thead>
<tr>
<th>GENDER</th>
<th>Children (0-17)</th>
<th>Adults (18 &amp; up)</th>
</tr>
</thead>
</table>

### RACE

<table>
<thead>
<tr>
<th>RACE</th>
<th>Children (0-17)</th>
<th>Adults (18 &amp; up)</th>
</tr>
</thead>
</table>

### ETHNICITY

<table>
<thead>
<tr>
<th>ETHNICITY</th>
<th>Children (0-17)</th>
<th>Adults (18 &amp; up)</th>
</tr>
</thead>
</table>

### LEGAL RESIDENCE AT REFERRAL

<table>
<thead>
<tr>
<th>LEGAL RESIDENCE</th>
<th>Children (0-17)</th>
<th>Adults (18 &amp; up)</th>
</tr>
</thead>
</table>

### ANNUAL INCOME

<table>
<thead>
<tr>
<th>ANNUAL INCOME</th>
<th>Children (0-17)</th>
<th>Adults (18 &amp; up)</th>
</tr>
</thead>
</table>
St. Johns County Social Services
Certificate issued to St. Johns County Social Services
Risk Services, LLC
08/25/2010

08/25/2010

NOTICE:

CERTIFICATE HOLDER TO BE NAMED AS ADDITIONAL INSURED UNDER THE ABOVE POLICY BUT ONLY AS THEIR INTERESTS MAY APPEAR AND ONLY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.

NOTICE:

THIS CERTIFICATE OF INSURANCE IS BASED ON POLICY COVERAGE ISSUED BY SPIRIT MOUNTAIN INSURANCE COMPANY RISK RETENTION GROUP, INC., TO ALL MEMBERS OF THE INTERNATIONAL ASSOCIATION OF THE COMMUNITY SERVICES ORGANIZATIONS. SPIRIT MOUNTAIN INSURANCE COMPANY RISK RETENTION GROUP MAY NOT BE SUBJECT TO ALL OF THE INSURANCE LAWS AND REGULATIONS OF YOUR STATE. STATE INSURANCE INSOLVENCY GUARANTY FUNDS ARE NOT AVAILABLE FOR SPIRIT MOUNTAIN INSURANCE COMPANY RISK RETENTION GROUP.
**ACORD CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MM/DD/YYYY)**: 08/25/2010

**INSURED**: Alpha-Omega Miracle Home
2835 US 1 South
Suite 119-235
St. Augustine, FL 32084

**PRODUCER**: Risk Services, LLC
1800 Second Street, LLC
Suite 909E
Sarasota, FL 34236

**INSURER A**: Spirit Mountain Ins Co RRG Inc
10754

**COVERAGES**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>SMIC-LPP2010-CPA033</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>GENERAL LIABILITY</td>
<td>SMIC-LPP2010-CPA033</td>
<td>$100,000</td>
</tr>
<tr>
<td>AUTOMOBILE LIABILITY</td>
<td>SMIC-LPP2010-CPA033</td>
<td>$300,000</td>
</tr>
<tr>
<td>PROFESSIONAL LIABILITY</td>
<td>SMIC-LPP2010-CPA033</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>GENERAL LIABILITY</td>
<td>SMIC-LPP2010-CPA033</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>PROFESSIONAL LIABILITY</td>
<td>SMIC-LPP2010-CPA033</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

**RETRODATE**: 08/23/2005

**EXCISE**: EACH OCCURRENCE

**CANCELLATION**: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**: Michael Rogers

**CANCELLATION**: 10/06/2010

**EXHIBIT 3B**
### Additional Remarks Schedule

<table>
<thead>
<tr>
<th>Agency</th>
<th>Named Insured</th>
<th>Policy Number</th>
<th>Carrier</th>
<th>NAIC Code</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Risk Services, LLC</td>
<td>Alpha-Omega Miracle Home</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Suite 119-235</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>St. Augustine, FL 32084</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Additional Remarks**

This additional remarks form is a schedule to ACORD form.

**Form Number:** 25  **Form Title:** ACORD Certificate of Liability Insurance

### Garage Liability

<table>
<thead>
<tr>
<th>Policy Number</th>
<th>Policy Effective Date (MM/DD/YY)</th>
<th>Policy Expiration Date (MM/DD/YY)</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>AUTO ONLY - EA ACCIDENT $</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>OTHER THAN EA ACC $</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>AUTO ONLY: AGG $</td>
</tr>
</tbody>
</table>

**Policy Number:** 25

### Automobile Liability

<table>
<thead>
<tr>
<th>Policy Number</th>
<th>Policy Effective Date (MM/DD/YY)</th>
<th>Policy Expiration Date (MM/DD/YY)</th>
</tr>
</thead>
</table>

**Policy Number:** 25

### Excess/Umbrella Liability

<table>
<thead>
<tr>
<th>Policy Number</th>
<th>Policy Effective Date (MM/DD/YY)</th>
<th>Policy Expiration Date (MM/DD/YY)</th>
</tr>
</thead>
</table>

**Policy Number:** 25

### Other Liability

<table>
<thead>
<tr>
<th>Policy Number</th>
<th>Policy Effective Date (MM/DD/YY)</th>
<th>Policy Expiration Date (MM/DD/YY)</th>
</tr>
</thead>
</table>

**Policy Number:** 25

---

**EXHIBIT 3c**
### Additional Coverages and Factors

#### Line of Business Coverages for Business Auto

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits</th>
<th>Ded/Ded Type</th>
<th>Rate</th>
<th>Premium</th>
<th>Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combined single limit</td>
<td>300,000/300,000</td>
<td>2,500</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Line of Business Coverages for General Liability

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits</th>
<th>Ded/Ded Type</th>
<th>Rate</th>
<th>Premium</th>
<th>Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>3,000,000</td>
<td>2,500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Products/Completed Ops</td>
<td>1,000,000</td>
<td>2,500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aggregate</td>
<td>1,000,000</td>
<td></td>
<td>2,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personal &amp; Advertising Injury</td>
<td></td>
<td></td>
<td>2,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>1,000,000</td>
<td></td>
<td>2,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Damage</td>
<td>100,000</td>
<td></td>
<td>2,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medical Expense</td>
<td>0</td>
<td></td>
<td>2,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Liability</td>
<td>1,000,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**EXHIBIT 3d**
ANNUAL CHOOSE LIFE SPECIALTY LICENSE
PLATE REPORT
TO ST. JOHNS COUNTY
BY Alpha Omega Miracle Home

For the period October 1, 2010 through September 30, 2011

Annual Plate Fees Received from St. Johns County

<table>
<thead>
<tr>
<th>Date of Check</th>
<th>$ Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<tr>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Plate Fees Received $ ______________

Interest Earned on Fees $ ______________

Total Revenues $ ______________

Annual Plate Fee Expenditures

<table>
<thead>
<tr>
<th>Primary Expenses</th>
<th>Women</th>
<th>Infants</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clothing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medical Care</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Food</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utilities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transportation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Percentage of Distributed Fees Utilized: ______ %

<table>
<thead>
<tr>
<th>Secondary Expenses</th>
<th>Women</th>
<th>Infants</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Counseling</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Training</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Advertising</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adoption</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Percentage of Distributed Fees Utilized: ______ %

Total Expenditures: $ ______

Total Percent of Plate Fee Distributions Utilized: ______ %
Exhibit 4 – DUE OCT 15, 2011

ANNUAL CHOOSE LIFE SPECIALTY LICENSE PLATE REPORT
TO ST. JOHNS COUNTY
(Continued)
BY Alpha Omega Miracle Home

For the period October 1, 2008 through September 30, 2009

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

<table>
<thead>
<tr>
<th>Date of Check</th>
<th>Check No.</th>
<th>Purpose of Expenditure</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

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 _________ (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)