

**RESOLUTION 2012-19  
RESCINDS RESOLUTION  
2011-198**

011/2012 MOU  
BCC/FSSNF

RESOLUTION NO. 2011-198

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 FAMILY SUPPORT SERVICES OF NORTH FLORIDA, INC. AND AUTHORIZING THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY

WHEREAS, St. Johns County is providing funding to Family Support Services of North Florida, Inc., which are to be disbursed by St. Johns County, Florida, on an as needed basis at a rate of \$60.00 per month, for management of each SJC eligible child's, master trust fund; 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 the St. Johns County, Florida, and Family Support Services of North Florida, Inc. 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 and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised, without subsequent approval of the Board of County Commissioners.

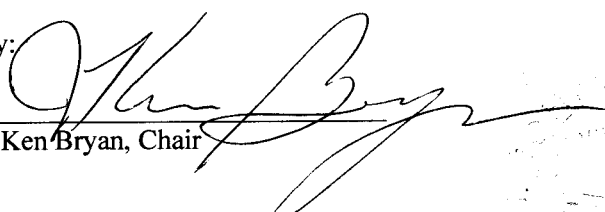
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19 day of July, 2011.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

Attest:

  
Deputy Clerk

By:

  
J. Ken Bryan, Chair

RENDITION DATE 7/21/11



**MEMORANDUM OF UNDERSTANDING**

**This Memorandum of Understanding (“MOU” or “Agreement”)  
is made and entered into by and between:**

**St. John’s County, FL Board of County Commissioners.  
hereinafter referred to as (“BCC”)**

and

**FAMILY SUPPORT SERVICES of NORTH FLORIDA, Inc.,  
hereinafter referred to as (“FSSNF”)**

**ARTICLE 1 - RECITALS**

- 1.01** WHEREAS, FSSNF is the contracted lead agency of the Department of Children and Families (DCF), State of Florida, to provide children’s welfare services to youth in Duval and Nassau Counties, Florida; and
- 1.02** WHEREAS, BCC is the contracted lead agency of the DCF to provide children’s welfare services to youth in St. John’s County, Florida; and
- 1.03** WHEREAS, FSSNF must fulfill its contractual agreement with the DCF; and
- 1.04** WHEREAS, BCC must fulfill its contractual agreement with the DCF; and
- 1.05** WHEREAS, FSSNF and BCC recognize the importance of protecting the financial interest of the DCF and its lead agencies with respect to claims that the State of Florida may have for the care and maintenance of its clients; and
- 1.06** WHEREAS, FSSNF and BCC recognize the intention to transition the management of the client trust funds along with the associated duties to one lead agency (FSSNF) and then offer this as an administrative service to the other lead agencies in the region at a cost; and
- 1.07** WHEREAS, FSSNF and BCC agree that the DCF will transfer the responsibilities of managing the client trust funds to FSSNF; and

- 1.08** WHEREAS, the purpose of this Memorandum of Understanding (MOU) is that FSSNF and BCC agree to work in collaboration to provide Master Trust Fund services to Eligible Clients.

NOW, THEREFORE, in consideration of the mutual covenants embodied herein, and other considerations, the parties of this MOU agree as follows:

## **ARTICLE 2 - DEFINITIONS**

- 2.01 Department (DCF).** Florida Department of Children and Families.
- 2.02 Dependent Child.** Dependent Child means a “Child who is found to be dependent,” as such term is defined in Section 39.01(15), Florida Statutes, as it may be altered, amended, modified, repealed, restated and/or supplemented, and any succeeding legislation, and the rules and regulations promulgated thereunder and in the Code, all as the same shall be in effect from time to time.
- 2.03 Eligible Client.** Eligible Client means a Dependent Child who has money and/or property held in trust in a Client Trust Fund.
- 2.04 Master Trust Fund.** Master Trust Fund means money and/or property designated for the personal benefit of a Dependent Child.

## **ARTICLE 3 – SCOPE OF SERVICES**

- 3.01 FSSNF Obligations.** FSSNF shall perform the following Eligible Client Master Trust Fund specialist duties:
- a) Prepare all SSI/SSA deposits from the Social Security Administration for each Eligible Client with a Master Trust Fund.
  - b) Records all deposits and withdrawals into the Fund Accountability System for each Eligible Client for the Social Security Administration.
  - c) Maintain and update sub ledger tracking system for reconciliation.
  - d) Complete fee collection calculations at the end of the month.
  - e) Maintain client files on each Eligible Client.

- f) Prepare representative payee reports for the Social Security Administration as needed.
- g) Prepare quarterly accounting for judicial review on each Eligible Client as requested by attorneys.
- h) Review and prepare withdrawal of Eligible Client fund requests as received.
- i) Receive and disseminate all correspondence from the Social Security Administration to the appropriate Lead Agencies.
- j) Oversee day to day operations of Eligible Client trust fund specialist.
- k) Review and approve authorization for withdrawal requests for each Eligible Client.
- l) Authorize all social security required information forms for each Eligible Client.
- m) Prepare and submit monthly balances reports for each Eligible Client to each lead agency.
- n) Monitor each Eligible Client account to avoid exceeding the \$2,000.00 asset limit. This requires coordination with the case managers and the revenue maximization unit of each lead agency.
- o) Monthly bank reconciliations of each bank account to the Eligible Client sub ledgers.
- p) Quarterly reconciliations sent to DCF headquarters in Tallahassee.
- q) Work closely with auditors for the Social Security Administration and contract oversight unit for DCF.
- r) Develop and implement policy and procedures as needed.

**3.02 BCC Obligations.** BCC shall:

- a) Transfer the management of all Eligible Client Master Trust Funds accounts and responsibilities to FSSNF.
- b) Reimburse FSSNF at a rate of \$60.00 (initial) per month for each Eligible Client Master Trust Fund managed by FSSNF, subject to adjustment upon mutual agreement of FSSNF and BCC.

#### **ARTICLE 4 – GENERAL CONDITIONS**

- 4.01 Term.** This Agreement shall be in effect from July 1, 2011, or the date this Agreement is signed, whichever is later, and end June 30, 2012.
- 4.02 Points of Contact.** Both parties to this Agreement will designate individuals and telephone numbers as points of contact to share information, maintain routine contact and to resolve areas of conflict.
- 4.03 Amendments.** No modification or amendment in the conditions contained herein shall be effective unless contained in a written document and executed by each party hereto.
- 4.04 Compliance.** FSSNF and BCC shall comply with all applicable DCF Operating Procedures, Florida Administrative Codes and State and Federal Statutes while executing the conditions of this MOU.
- 4.05 Dissemination of Memorandum of Understanding.** Each party agrees to disseminate this MOU to appropriate personnel/individuals and provide assistance in the implementation of the requirements of the Agreement.
- 4.06 Confidentiality.** FSSNF and BCC agree to comply with HIPAA and all other state and federal confidentiality requirements that regulate each respective agency.
- 4.07 Termination.** This Agreement may be terminated by either party during the term hereof upon ninety (90) days written notice to the other party.
- 4.08 Indemnification Clause.** FSSNF agrees to indemnify and hold BCC harmless against any and all claims for loss, liability or damage, including attorney's fees arising out of or in connection with intentional acts or negligent omissions done or to be done by FSSNF, except those acts performed under the direction of BCC. Acts or omissions of FSSNF are deemed to include for purposes of this Paragraph the acts or omission of any of its employees, agents, representatives, or any other third parties. BCC agrees to indemnify and hold FSSNF harmless against any and all claims for loss, liability or damage, including attorney fees arising out of or in connection with acts or negligent omissions done or to be done by BCC, except those acts performed under the direction of FSSNF. Acts or omissions of BCC are deemed to include for purposes of this Paragraph the acts or omission of any of its employees, agents, representatives, or any other third parties.

**4.09 Authority.** Each person signing this MOU on behalf of either party individually warrants that he or she has full legal power to execute this MOU and to bind and obligate said party with respect to all provisions contained in this Agreement.

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**Charles Young**  
**Chief Executive Officer**  
Family Support Services of  
North Florida, Inc.  
4057 Carmichael Avenue, Ste 101  
Jacksonville, FL 32207

Date \_\_\_\_\_

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**Authorized Designee**  
St. John's County, FL BCC  
1955 U.S. 1 South, Suite B6  
St. Augustine, FL 32086

Date \_\_\_\_\_