

RESOLUTION NO. 2012- 190

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF THE STANDARD RATE AGREEMENT FOR RESIDENTIAL GROUP HOME SERVICES AND AUTHORIZING DESIGNATED HEALTH AND HUMAN SERVICES STAFF TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY

WHEREAS, St. Johns County is provides funding to various residential group homes, on an as needed basis, for the purpose of providing residential group home services to foster children of St. Johns County; 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 Standard Rate 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 Standard Rate Agreement, and authorizes designated Health and Human Services staff 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 17th day of July, 2012.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest:

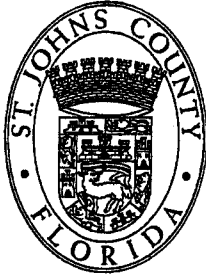
Pam Halterman
Deputy Clerk

By:

Mark P. Miner
Mark P. Miner, Chair

RENDITION DATE 7/19/12





ST. JOHNS COUNTY HEALTH & HUMAN SERVICES COMMUNITY BASED CARE STANDARD RATE AGREEMENT

This RATE AGREEMENT ("Agreement") is entered into between **St. Johns County Board of County Commissioners**, a political subdivision of the State of Florida, hereinafter referred to as "**SJC**" and _____, a Florida not-for-profit corporation, hereinafter referred to as "**Provider**".

ARTICLE 1- GENERAL DESCRIPTION

- 1.01 St. Johns County, Health and Human Services, Community Based Care ("SJC") is the Community Based Care Lead Agency selected by the Florida Department of Children and Families ("DCF") to coordinate delivery of child welfare and related services for St. Johns County in Circuit 7, as outlined in §490.1671, *Florida Statutes*. SJC is a licensed child-placing agency, authorized to secure appropriate out-of-home placements for children in our custody.
- 1.02 SJC agrees to the placement of children at the above facility under the standards outlined in the current Standard Contract, and all other related Attachments and Exhibits, that the Provider has with _____ (Contract # _____), as amended from time to time, which includes: scope of service, Florida Statutes and Florida Administrative Code requirements, reporting requirements, performance standards, and monitoring; therefore, said contract is incorporated by reference herewith and made part of this rate agreement.

ARTICLE 2 – SCOPE OF SERVICE

- 2.01 Provider agrees to deliver Services to each child placed at the named facility by SJC. Such services will include room and board, programmatic services essentially similar to those provided to other residents, 24-hour daily supervision, and documentation of life skills trainings, assessments and other Independent Living Services provided to each child over age 13 (hereinafter, "Services").
- 2.02 Provider will submit Incident Reports to SJC as required.
- 2.03 Provider further agrees to submit all educational, therapeutic and other progress reports for each child, including monthly documentation of each teen's life skills trainings and other Independent Living activities. Reports should be submitted to the Dependency Case Manager assigned to the child's case.
- 2.04 Provider understands and agrees that SJC does not commit to placing or maintaining any certain number of children in Provider's facility.

ARTICLE 3 – COMPENSATION

- 3.01 Amount.** SJC wants to purchase Services from Provider at the aforementioned facility, on an as-needed basis, at a rate of \$ _____ per unit. For this purpose, a “unit” will consist of one 24-hour day, or portion thereof, that a child pre-authorized by SJC resides at the facility named above; provided, however, that SJC will pay for day of admission (regardless of time of admission), but will not pay for day of discharge (regardless of time of discharge). Costs for other than “Services”, including but not limited to medical, dental, educational or other special needs, are not included in this unit rate and must be pre-authorized and paid separately if billed to SJC.
- 3.02 Requests for Payment.** Provider agrees to send SJC a monthly invoice showing each child authorized by SJC; dates of the child’s residence at the facility; the total number of days payable per child; the unit rate per day specified above; and the total cost for each child for the month. Invoices should be submitted by the tenth (10th) day following the end of the month in which services were delivered, to the address listed below:
- St. Johns County HHS
Family Integrity Program
Attn: Contracts
1955 US 1 South, Suite B-6
St. Augustine, Fl 32086
- 3.03 Absent Days.** Provider must request advance authorization from SJC for any bed hold requests. Payments for children who are hospitalized, who have run away, are incarcerated or who are on extended visits cannot be made unless approved by SJC and documented in the Provider’s contract file. Provider must submit an ‘Absent Day Request Form’ (see exhibit A), for approval for payment of the absent days within 48 hours of the date and time of the child’s absence. The ‘Absent Day Request Form’ needs to be submitted to the Contract Coordinator via post or fax.
- 3.04 Timeliness.** SJC pays invoices that are submitted timely and are fully complete (including all applicable per-child reporting) within 30 days of receipt. Provider further agrees to complete its final reconciliation for each fiscal year (July 1-June 30), and submit all requests for additional or missed payments by no later than the August 15th after the end of the fiscal year. After August 15, SJC will not accept or pay any corrections or additions to invoices for any Service(s) delivered during the prior fiscal year.
- 3.05 Invoice Denials – Corrections.**
- (a) SJC shall provide notice to Provider of any invoice requiring correction or documentation, including the reason for required correction/documentation, within five (5) business days, excluding holidays, of receipt of such invoice. Provider shall have ten (10) calendar days from the time of notification by SJC to correct problems with its invoices.
 - (b) SJC shall maintain an administrative review process for any and all invoices submitted by the Provider and permanently denied for payment by SJC. Each request for an administrative review must be submitted in writing to SJC Contract Manager, postmarked or faxed dated within five (5) business days after Provider's receipt of the notice of permanent invoice denial, and will include the following information:

information identifying the specific permanently denied invoice; request for an administrative review of the permanently denied invoice; reason for the request of an administrative review; and documentation supporting such reason. Failure to request an administrative review within the time allowed constitutes an irrevocable waiver of Provider's right to request an administrative review for the permanently denied invoice.

ARTICLE 4 – GENERAL CONDITIONS

- 4.01 Term.** This Agreement shall be in effect as of _____, and shall terminate upon termination of Contract # _____, with or without cause at the sole discretion of SJC (based on termination notice given), or _____, whichever is earlier. The Provider may terminate this agreement with thirty (30) days prior written notice to SJC.
- 4.02 License.** Provider must supply SJC with a copy of the current State of Florida license to provide services described in this agreement. In accordance with Rules 65C-14.002(1), 65C-14.003(2) - (5), F.A.C., and §409.175(5)(h) and §409.175(5)(i), F.S., the Provider must maintain a valid current license as a residential child caring agency at a specific address and for operation by specific individuals or agencies.
- 4.03 Insurance.** Provider must supply SJC with proof of current insurance coverage as follows:
- (a) Per 409.1671 F.S. any subcontract (Provider) of an eligible lead community-based provider which is a direct provider of foster care and related services to children and families, and its employees or officers must as part of its contract obtain and maintain a minimum of \$1 million per claim/\$3 million per incident in general liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it.
 - (b) Provider must carry business auto liability, if applicable. Coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for: Owned autos, Hired autos, Non-owned autos.
 - (c) Provider shall maintain adequate professional liability insurance coverage, which will include an endorsement for coverage of claims resulting from physical and/or sexual abuse, and the Provider shall additionally maintain adequate directors' and officers' liability insurance coverage. If not, Provider will purchase a separate sexual abuse policy, minimum of \$1,000,000 aggregate and \$1,000,000 each incident for sexual abuse and sexual molestation.
 - (d) Worker's Compensation meeting the statutory requirements of the State in which work is to be performed, with minimum limits of \$100,000 each accident, \$500,00 disease-policy limit, \$100,000 disease- each employee in accordance with section 409.1671 Florida Statutes, and any subsequent Amendments thereto

- (e) Provider shall furnish, within 30 calendar days, a copy of the Certificate of Insurance naming "St. Johns County" and "The Department of Children and Families" (DCF) as additional insured on the general, professional, and sexual abuse liability policies, evidencing the insurance coverage required under this section. A description of the operations of the insured or reference to this agreement shall be included on the Certificate of Insurance. SJC shall be notified 30 calendar days prior to cancellation of any insurance policy.
- (f) If Provider fails to comply with section 4.03 and obtain these minimum requirements, SJC has the right to terminate this agreement entirely.

- 4.04 Indemnification Clause.** Provider agrees that to the fullest extent permitted by Florida law, the Provider covenants and agrees that it will indemnify and hold harmless the SJC and all of the SJC's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by the Organization during the performance of the MOU, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Provider, nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.
- 4.05 Compliance.** Provider and SJC shall comply with all applicable federal, state and local laws, regulations and ordinances while executing the conditions of this Agreement.
- 4.06 Dissemination of Agreement.** Each party agrees to disseminate this Agreement to appropriate personnel/individuals and provide assistance in the implementation of the requirements of the Agreement.
- 4.07 Confidentiality.** The Provider and SJC agree to comply with HIPAA and all other state and federal confidentiality requirements that regulate each respective agency.
- 4.08 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.
- 4.09 Independent Contractor** Provider is an independent contractor of SJC. Nothing herein shall create or shall be construed as creating a partnership, joint venture, agency or any other relationship between SJC and Provider.
- 4.10 Governing Law and Venue.** This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this agreement shall be in St. Johns County, Florida.
- 4.11 Permits and Licenses.** To the extent that either party needs to secure, obtain/acquire, and maintain permits, certificates, licenses, and/or approvals, in order to provide the Services noted in this Agreement, then that party, at that party's expense shall secure, obtain/acquire, and maintain any, and all, permits, licenses, certificates, and/or approvals, required by Federal, State, and/or County rule, law, regulation, or ordinance.
- 4.12 Monitoring.** The Provider shall make available to SJC within five (5) business days any and all monitoring reports, recommendations, Corrective Action Plans (if applicable),

independent auditor's report, and management letters. SJC will utilize the above listed reports and associated evaluations in lieu of conducting separate monitoring whenever possible, in order to fulfill statutory and Florida Administrative Code monitoring requirements. However, SJC does reserve the right to perform separate monitoring if the various reports are not sufficient in order to adequately cover the needs of SJC.

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

PROVIDER

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

Chief Executive Officer

Agency
Address
City

Program Manager

St. John's County, HHS/CBC
1955 U.S. 1 South, Suite B6
St. Augustine, FL 32086

Date _____

Date _____

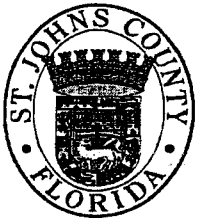
Contract Coordinator

St. Johns County, HHS/CBC
1955 US 1 South, Suite B-6
St. Augustine, FL 32086

Date: _____

Approved as to form and legal sufficiency:

Erica D. Moore, Assist. County Attorney
Office of the County Attorney



St. Johns County Board of County Commissioners

Health and Human Services

EXHIBIT A ABSENT DAY FORM

Request for SJC CBC Approval for Absent Days

SERVICE PROVIDER USE ONLY - Provider must submit all Absent Day Forms within 48 hours of the date and time of the child's absence.

Name of Service Provider: _____

Client Name: _____

Date(s) Requested: _____

Reason for Absent Day (s):

Service Provider Program Director

Provider: Please complete and send to the St. Johns County CBC Contract Coordinator, Raechel Meeks.

Fax: 904-209-6095, email: rmeeks@sjcfl.us ; mail: 1955 US 1 South, Suite B-6, St. Augustine, FL 32086

ST. JOHNS COUNTY COMMUNITY BASED CARE USE ONLY

___ Approved ___ Denied

Comments:

Program Manager

SJC Contract Coordinator Use Only:
Date Inspected: _____

Date Received: _____
Signature: _____

