

RESOLUTION NO. 2012-289

**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 THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, A PUBLIC BODY CORPORATE AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY**

WHEREAS, St. Johns County is providing funding to The University of South Florida Board of Trustees, A Public Body Corporate, to perform pre-service training, certification services, and continual child welfare staff development services, at a rate of Nineteen Thousand, Five Hundred Thirty-Seven Dollars (\$19,537.00), for one year; and,

WHEREAS, St. Johns County has reviewed the terms, provisions, conditions, and requirements of the Agreement; and

WHEREAS, St. Johns 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 The University of South Florida Board of Trustees, A Public Body Corporate, and authorizes the County Administrator 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 02 day of October, 2012.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

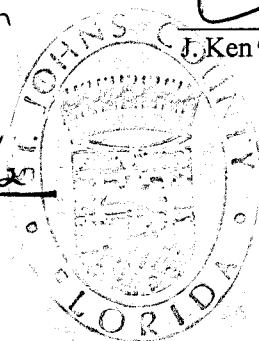
Attest:

Ram Halterman  
Deputy Clerk

By:

J. Ken Bryan, Chair

RENDITION DATE 10/4/12



**FIXED PRICE AGREEMENT  
BY AND BETWEEN**

**St. Johns County Board of County Commissioners**

**AND**

**The University of South Florida Board of Trustees,  
A Public Body Corporate**

THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN St. Johns County Board of County Commissioners, located at 1955 U.S. 1 South, St. Augustine, FL 32086 ("SJC"), and The University of South Florida Board of Trustees, a public body corporate ("University"), for support to the project entitled "St. John's County Child Welfare Training". For consideration of the mutual promises, covenants, and obligations contained herein, SJC hereby retains the University to undertake certain activities described in Attachment 1. The parties agree as follows:

**I. PERIOD OF PERFORMANCE**

The period of performance under this Agreement begins July 1, 2012 and ends June 30, 2013. The contract term may be extended by mutual written agreement of the parties.

**II. WORK PLAN / PROJECT ADMINISTRATION**

The University shall perform the activities described in Attachment 1 and will comply with all statutory requirements and applicable regulations in the conduct of the project.

The University agrees that such activities will be directed by:

The University Project Director:

Laurie Cunningham  
University of South Florida  
Mental Health Law and Policy  
Louis de la Parte Florida Mental Health Institute  
College of Behavioral & Community Sciences  
13301 Bruce B. Downs Blvd.  
Tampa, FL 33612  
(813) 974-9253 Phone  
(813) 974-4696 Fax  
Email address: lcunningham@usf.edu

The University Administrative Contact:

Vickie Barnhart  
Sponsored Research Administrator  
University of South Florida  
Division of Sponsored Research  
3650 Spectrum Blvd Ste 160  
Tampa, FL 33612-9446  
(813) 974-5892 Phone  
(813) 974-4962 Fax  
Email: vbarnhart@usf.edu

SJC Representatives:

Project Director:

Alison McMorro, Program Manager  
St. Johns County Community Based Care  
1955 US 1 South, Suite B-6  
St. Augustine, FL 32086  
(904) 209- 6118 Phone  
Email: amcmorrow@sjcfl.us

Administrative Contact:

Raechel Meeks, HHS Contract Coordinator  
St. Johns County Health and Human Services  
1955 US 1 South, Suite B-6  
St. Augustine, Florida 32086  
(904) 209-6094  
(904) 209-6095 fax  
Email: rmeeks@sjcfl.us

All invoices submitted by the University must be approved in writing by the SJC's Project Director prior to payment by SJC to the University.

### **III. ALLOCATION OF FUNDS**

St. John's County Board of County Commissioners agrees to compensate the University on a fixed price basis, as per Attachment 2, for an amount of \$ \$19,537. It is further agreed that all invoices should contain an original signature of an authorized official of the University and should be sent to SJC's Project Director for approval (see Article II for the address). Invoices shall be submitted to SJC on a quarterly basis. Payments shall be remitted to:

University of South Florida  
ATTN: Research Projects Receivables  
PO Box 864568  
Orlando, FL 32886-4568

### **IV. PAYMENT RESPONSIBILITIES**

SJC shall issue payment in U.S. dollars within 30 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of this Agreement.

### **V. INDEPENDENT CONTRACTOR**

The relationship of the parties is that of mutually independent contractors. Each party and its officers, employees, agents, subcontractors, or other contractors shall not be deemed by virtue of this Agreement to be the officers, agents, or employees of the other party. Each party assumes the risk of all liability arising from its respective activities pursuant to this Agreement and from the acts or omissions of its respective officers, agents, and employees.

### **VI. TERMINATION**

This Agreement may be canceled by either party upon no less than thirty (30) days written notice, with or without cause; notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. In case of cancellation, only the percent of satisfactory progress actually achieved to the date of cancellation will be due and payable to the University, plus any noncancellable obligations.

In the event that University's project director becomes unable or unwilling to continue the project activities hereunder, and a mutually acceptable substitute is not available, SJC shall have the option to cancel this Agreement.

## **VII. PUBLICITY**

Neither party shall use the name of the other party, nor of any employees of the parties, in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party, except that under the provisions of Florida Statute 1004.22, the University shall make available, upon request, the title and description of a project, the name of the project director, and the amount and source of funding provided for the project.

## **VIII. CONFIDENTIALITY**

In the course of performing work under this Agreement, it may be necessary for either party to disclose to the other certain confidential and/or proprietary information or data. All such confidential information will be clearly identified in writing as confidential, or if given orally, will be reduced to writing within thirty (30) days. Each party agrees to hold the other's confidential information in confidence from date of disclosure until five (5) years from the date such confidential information is either returned to the disclosing party or destroyed as requested by the party. The parties shall take reasonable precautions to avoid disclosure, publication or dissemination of such confidential information and to use such confidential information only in connection with the project. No obligation of confidentiality applies to any information which was already in the receiving party's possession prior to its receipt from the disclosing party; becomes publicly known or available through no breach of this Agreement by the receiving party; is acquired by the receiving party from a third party without notice or restrictions of confidentiality; is independently developed by the receiving party's personnel to whom the providing party's confidential information had not been disclosed; or is required to be disclosed by law or governmental regulation, in which case both parties will work together in order to comply with such request.

## **IX. PUBLICATIONS**

SJC recognizes that under University policy, the results of the project must be publishable and agrees that the University project director or University employees engaged in the project shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of project.

## **X. INTELLECTUAL PROPERTY**

SJC agrees that the University Project Director will promptly disclose all intellectual property generated during the course of this Agreement to its Division of Patents & Licensing in accordance with the Statement of Policies and Procedures for Inventions and

Works (0-300), and the Division of Patents & Licensing will promptly disclose such intellectual property to SJC.

Intellectual Property that originates solely with the University Project Director or any other University employee shall be the property of the University. Intellectual property that originates jointly between the University Project Director or any other University employee, and with a SJC employee, the University and SJC shall jointly own the intellectual property. Any intellectual property that originates solely with an SJC employee shall be the property of SJC.

The parties agree that any existing background intellectual property and/or inventions and technologies of SJC, the University, the University Project Director or University employees existing prior to the execution of this Agreement are their own separate property, respectively, and are not affected by this Agreement. Neither party shall acquire any claims to or rights in any background intellectual property and/or technologies in existence prior to the execution date of this Agreement.

#### **XI. GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

#### **XII. INSURANCE**

The University assumes all risk of personal injury and property damage arising from its activities pursuant to this Agreement that are attributable to the negligent acts or omissions of the University and its officers, agents, and employees while acting within the scope of their employment by the University. This statement shall not be construed or interpreted as consent by the University to be sued except as provided by Florida law or as a waiver of the University's sovereign immunity beyond that provided in Section 768.28, Florida Statutes.

The University certifies that it maintains general and professional liability protection coverage through the State Risk Management Trust Fund established pursuant to section 284.30, Florida Statutes, and administered by the State of Florida, Department of Financial Services, or through the University of South Florida Health Sciences Center Self-Insurance Program created pursuant to section 1004.24, Florida Statutes. The protection is as described in section 768.28, Florida Statutes. The University maintains workers' compensation insurance in full compliance with Florida law

#### **XIII. DELEGATION OF AUTHORITY**

This agreement is valid and enforceable only upon being signed by persons authorized to bind the University hereto, and by all persons required by Florida law or University policy to sign an agreement of this nature in order to bind the University hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement, which includes Attachments 1 and 2, to be executed by their undersigned duly authorized officials.

**St. Johns County Board of  
County Commissioners**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**The University of South Florida  
Board of Trustees**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

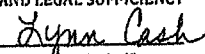
Rebecca Puig  
Director, Division of Sponsored Research  
University of South Florida

**Approved as to Form:  
St. Johns County Attorney's Office**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
  
Lynn Cash, JD  
ATTORNEY - USF

## ATTACHMENT 1

### SCOPE OF WORK

#### **USF shall provide the following services**

- Provide Child Welfare classroom training and staff development services to SJC Family Integrity Program staff. The training will include field observations and coaching.
- Meet with SJC Family Integrity Program (FIP) supervisors to discuss progress of trainees.
- All training provided will comply with the Florida Department of Children and Families (DCF) policy regarding pre-service training and ongoing certification requirements.
- Provide training schedule and updates throughout the year
- Notify SJC in writing of any changes to the published training schedule, within five (5) working days of the change.
- Provide services through the Quality Specialist function to SJC Family Integrity Program staff to ensure and strengthen best practice and quality improvement.
- The Staff Development and Support Team (SDST) will observe and coach newly hired staff in the field and other applicable settings. Demonstration of core competencies necessary to be credentialed will be documented and tracked in Skillnet. Required in-service training necessary for renewal of credentials will also be documented and tracked in Skillnet by the SDST

#### **SJC Responsibilities**

- SJC will monitor service delivery and provide technical assistance when requested.
- SJC will notify the USF Lead Trainer when training is needed for staff.
- SJC FIP trainees will be responsible for procuring their own training curriculum. The curriculum may be downloaded and printed prior to attending classes from the USF Child Welfare Training Consortium website at <http://cwtc.fmhi.usf.edu/>



## USF Training Consortium/CPC Training Plan 2012/2013

### **Glossary of terms:**

Staff Development Support Team (SDST) – This is a team of people who are responsible for supporting trainees through completion of full credentialing.

Staff Development Steering Committee (SDSC) - This is a team of people who are responsible for meeting to determine training needs of the Agency.

Phase I – From hire through the completion of pre-service training and attaining Provisional Certification.

Phase II – From attaining Provisional Certification through attaining Full Credentialing

### **Process**

The SDST will consist of two separate groups depending on what phase the trainees are in.

**Phase I** - This SDST group will consist of the USF Training Consortium Lead Trainer, Peggy Fleming; USF Training Consortium Trainer, Lisa Schwadron; FIP staff , Lisa Blackford and/or Shantale Anderson or a FIP designated person. This group will meet bi-weekly (or as needed\*) during Phase I/pre-service training to consult on the progress or lack of progress of the trainees in Phase I and for developing a plan for a trainee if needed.

\*This will depend on whether there is a trainee in the current cycle.

**Phase II** - The SDST group will consist of USF Training Consortium Trainer, Lisa Schwadron or Peggy Fleming; Supervisor of the trainee.

This group will meet one week after completion of pre-service and bi-weekly thereafter. During the first meeting the team will develop a training plan that will include scheduling supervision activities that will lead to full credentialing.

The bi-weekly meetings will be held to discuss strengths and needs and will make adjustments to the training plan as needed.

The trainers will maintain documentation of all meetings/activities completed with the trainee for credentialing purposes.

The SDSC will meet on a quarterly basis to review training needs. This meeting will take place at a time designated by FIP. This meeting will include POA's, Supervisors, and Trainers as available.

At this meeting the trainers will report on the activities of training and the Team as a whole will discuss Agency training needs.

**Training provided by USF Training Consortium during Fiscal Year 2012/2013:**

3 Pre-service cycles with the first one to begin on or around July 23, 2012, or more as needed.

**In-services:**

2 Supervising For Excellence trainings with the first one beginning around August or Sept.  
1 (1/2 day) Ethics trainings for all Case Managers. Begin date not yet determined. There will be several scheduled to accommodate all Case Managers.

One – 3 day Mentor training for Level 4 Case Managers

1 Supervising For Excellence refresher for identified experienced Supervisors

FIP will receive announcements on all In-service training. When appropriate the training will take place in St. Augustine.

The curriculum being used for Pre-service can be found on the Center for the Advancement of Child Welfare website. It is the curriculum we have been using for several years. When and if it changes we will inform FIP.

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## ATTACHMENT 2

### METHOD OF PAYMENT

This is a fixed price contract between SJC and The University of South Florida on behalf of its Louis de la Parte Florida Mental Health Institute (the University). SJC *agrees to pay for services* rendered in an amount not to exceed \$19,537 upon receipt and approval of a billing invoice submitted to the SJC contract manager, pursuant to the terms of this contract.

The University will invoice quarterly four (4) times during this contract period, from July 1, 2012 through June 30, 2013, according to the schedule and amounts below, subject to change by written agreement.

September 30, 2012	\$4,884.25
December 30, 2012	\$4,884.25
March 30, 2013	\$4,884.25
June 30, 2013	\$4,884.25
<b>TOTAL</b>	<b>\$19,537.00</b>