

RESOLUTION 2015 - 302

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, AND REQUIREMENTS OF THE CONTRACT TEMPLATE TO BE USED TO CREATE AND EXECUTE CONTRACTS BETWEEN ST JOHNS COUNTY AND NONPROFIT AGENCIES; AND TO AUTHORIZE THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENTS ON BEHALF OF THE COUNTY.

WHEREAS, each year St Johns County provides funding to nonprofit agencies that provide health, human, or social services to the residents of St Johns County; and

WHEREAS, the St. Johns County Health and Human Services Advisory Council has submitted their funding recommendations to the St. Johns County Board of County Commissioners for fiscal year 2016 to extend contracts approved through the RFP process approved at the December 16, 2014 board meeting; and

WHEREAS, the Board of County Commissioners wishes to accept the funding recommendations submitted by the Health and Human Services Advisory Council; and

WHEREAS, the attached contract template sets forth the terms and conditions of the agreements with each of the nonprofit agencies; and

WHEREAS, the Board of County Commissioners has reviewed the terms, conditions and requirements of the agreement template and determined that entering into the agreements serves the interests of the citizens of St. Johns County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

Section 1. Incorporation of Recitals.

The above recitals are hereby incorporated into the body of this resolution, and are adopted as findings of fact.

Section 2. Acceptance of Recommendations.

The Board accepts the funding recommendations submitted by the Health and Human Services Advisory Council for fiscal year 2016.

Section 3. Approval and Authority to Execute.

The Board approves the terms, conditions, and requirements of the contract template, and hereby authorizes the County Administrator, or his designee, to execute final agreements in substantially the same form as the contract template on behalf of St. Johns County.

Section 4. Correction of Errors.


To the extent that there are typographical, administrative, or scrivener's errors that do not change the tone, tenor, or concept of this resolution, this resolution may be revised without further action by the Board of County Commissioners.

Section 5. Effective Date.

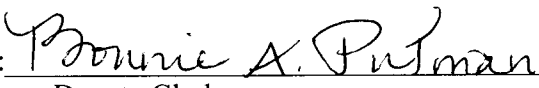
This resolution shall be effective upon its adoption by the Board.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, and this 6th day of October, 2015.

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

By:  _____
Priscilla L. Bennett, Chair

ATTEST: GEORGE LAREAU,, CLERK

By:  _____
Deputy Clerk

RENDITION DATE 10/8/15

**CONTRACT BETWEEN
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
AND**

THIS CONTRACT is entered into this ____ day of _____, **2015**, between St. Johns County, a political subdivision of the state of Florida (the County) and _____ a Nonprofit Corporation existing under the laws of the State of Florida (the Provider).

WHEREAS, the 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.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein the County and the Provider agree as follows:

ARTICLE I SCOPE OF SERVICES

_____ *short description of contract scope will go here.* _____

The services must be implemented to serve residents of St. Johns County in accordance with the approved proposal and attachments.

ARTICLE II TERM OF CONTRACT

This Contract shall be for twelve months to begin **October 01, 2015** and end **September 30, 2016** unless terminated as specified in Article VIII of this Contract. The County may renew this Contract for a single one-year extension at its option.

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 a total amount not to exceed \$ _____. The Provider acknowledges that it is not entitled to the above-referenced amount of compensation. Rather, the Provider's compensation is based on the Provider adhering to the scope of services detailed in Article I of this Contract. The Provider's compensation is dependent upon satisfactory completion of the program requirements as provided in this Contract. 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 and Article VIII of this Contract.

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, expenditures are not documented, a payment may be deferred. If one or more expenditures 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 30 days of the Provider's receipt of notice from the County in writing regarding the overpayment. Should repayment not be made in a timely manner, the County will charge interest of 1 percent per month compounded on the outstanding balance after 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- Payment Request - Due: Monthly by the 20th of the following month.** Must be based on actual budgeted expenditures during reporting period. Payment will be made upon receipt and approval by the County of a completed payment request.
- EXHIBIT 1B- Monthly Program Expenditure Report with Narrative - Due: Monthly by the 20th of the following month.**
- EXHIBIT 2 – Program/Demographics – Due: Due: 20 days following the end of the quarter.**
- EXHIBIT 3 – Performance Outcomes Report – Due: 20 days following the end of the quarter.**
- EXHIBIT 4 – Annual Program Budget vs Expenditure Summary – Due: 20 days following the end of the contract.**
- EXHIBIT 5 - Certificate of Insurance - Insert in contract.**

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.**
- 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.

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 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 30 days of receipt.

B. Audits and Inspections

The Provider will make all records referenced in Article IV.C of this Contract 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 its 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, including 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 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 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, 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, 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 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 180 days following the end of Provider's fiscal year 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 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 and attachment.

ARTICLE V AMENDMENTS

Any request by the Provider for an amendment to this Contract shall be in writing and shall detail the nature of and justification for the requested amendment. The County reserves the right to approve or deny all contract amendments for any reason. An approved amendment shall be in writing 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 shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the Provider's activities and responsibilities under this Contract. 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 the County, and the County will not be liable for any obligation incurred by the Provider, including unpaid minimum wages or overtime premiums.

B. Subcontracts

The Provider's primary roles and responsibilities under this Contract cannot be subcontracted. It is mutually agreed that any County-funded program component that is subcontracted by Provider must have a written contract that incorporates the terms of this Contract. The Provider must ensure that each subcontractor conforms to the terms and conditions of this Contract.

ARTICLE VII RISK MANAGEMENT

A. Indemnification

The Provider will defend, hold harmless, and indemnify the County from all claims, losses, suits, administrative actions, alternative dispute resolution proceedings, costs, attorneys' fees, and expenses connected with the Provider's, or any subcontractor of the Provider's, performance under this Contract.

The Provider further agrees that it will, at its own expense, defend all claims, actions, suits, or other proceedings that may be brought against the County in connection with this Contract and satisfy any judgment 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 all claims arising from the hiring of individuals in connection with activities provided under the Contract. All individuals hired are employees of the Provider and not of the County.

B. Insurance

The Provider shall not commence work under this Contract until it has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Provider shall furnish proof of insurance to the County prior to the commencement of operations. Each certificate shall clearly indicate that the Provider has obtained insurance of the type, amount, and classification as required by this Contract and that no material change or cancellation of the insurance shall be effective without 30 days prior written notice to the County. Each certificate shall specifically include the County as additional insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Provider of its liability and obligations under this

Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

[Select the appropriate insurance language as set forth below.]

Standard Contract for Service: \$500,000 or less with no unusual hazards

The Provider shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Provider from claims for damages for bodily injury, including wrongful death, as well as from claims of 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 Provider shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Provider shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Provider from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Provider or by anyone directly or indirectly employed by a Provider.

The Provider shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as required by Florida law.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

OR

Major Contract for Service: \$500,000 or more with unusual or high hazards

The Provider shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Provider from claims for damages for bodily injury, including wrongful death, as well as from claims of 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 Provider shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Provider shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Provider from claims for damages for bodily

injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Provider or by anyone directly or indirectly employed by a Provider.

The Provider shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Provider shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as required by Florida law.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

ARTICLE VIII **SUSPENSION/TERMINATION**

A. Suspension

The County reserves the right to suspend funding for failure to comply with the requirements of this contract.

If the 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 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 72 hours prior written notice to the County by certified mail of such cancellation and specifying the effective date. In such event, the 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 it 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 it will comply with all Federal, State and local anti-discrimination laws that are applicable to the Provider.
- C.** That it will administer its 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 it 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 it 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 it 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 it will notify the County immediately of any funding source changes or additions from other sources that are different from that shown in the Provider's application. This notification shall 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.

- K. That it will acknowledge support for all activities funded wholly or in part by County funds.
- L. That it will notify the County of any significant changes to the Provider's organization, including changes to the Provider's Articles of Incorporation or Bylaws, within 10 working days of the effective date of any such change.

ARTICLE X HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

The County, pursuant to the Federal Health Insurance Portability and Accountability Act of 1996 (the Act), is a covered entity as the Act defines that term. Any personal health information (PHI), as defined by the Act, that the County receives pursuant to this Agreement is subject to the disclosure and security requirements of the Act. Transfer of information to the County sufficiently redacted 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 ongoing task of the affected staffs of the County and Provider.

ARTICLE XII PUBLIC RECORDS

- A. The access to, disclosure, non-disclosure, or exemption of records, data, documents, or materials associated with this Contract shall be subject to the applicable provisions of Florida's public records law (Chapter 119, Florida Statutes), and other applicable state or federal law. Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party.
- B. In accordance with Florida law, to the extent that Provider's performance under this Contract constitutes an act on behalf of the County, the Provider shall provide access to all public records made or received by the Provider in conjunction with this Contract. Specifically, if the Provider is expressly authorized, and acts on behalf of the County under this Contract, the Provider shall:
 - 1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
 - 2. Provide the public with access to public records related to this Contract on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by applicable law;
 - 3. Ensure that public records related to this Contract that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
 - 4. Meet all requirements for retaining public records, and transfer at Provider's sole cost and expense, all public records in the possession of the Provider upon termination of this Contract.
- C. Provider shall destroy any duplicate records that are exempt or confidential and

exempt from public disclosure requirements in accordance with applicable state and federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.

- D. Failure by the Provider to grant such public access shall be grounds for immediate, unilateral termination of this Contract by the County. Provider shall promptly provide the County notice of any request to inspect or copy public records related to this Contract in Provider's possession and shall promptly provide the County a copy of Provider's response to each such request.

ARTICLE XI NOTICES

Official notices concerning this Contract shall be directed to the following authorized representatives:

PROVIDER:

Name:
Title:
Agency:
Address:

Telephone:
Fax:
Email :

COUNTY:

Name: Tracy Dillon
Title: Contracts Coordinator
SJC Social Services/HHS Dept.
Address: 200 San Sebastian View
Suite 2300
St. Augustine, FL 32084

Telephone: (904) 209-6150
Fax: (904) 209-6138
Email: tdillon@sjcfl.us

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

Name and Title (Print)

Signature

OR

Name and Title (Print)

Signature

If 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, the Provider may be called upon to assist the County during a natural disaster or emergency.

ARTICLE XIII ALL TERMS AND CONDITIONS INCLUDED

This Contract, its attachments, and any exhibits referenced in said attachments, together with all documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. This contract supersedes all previous communications, representations, or agreements, either verbal or written, between the parties.

ARTICLE XIV GOVERNING LAW

This Contract shall be construed according to the laws of the State of Florida. Venue for any administrative or legal action arising under this Contract shall be in St. Johns County, 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:

COUNTY: ST. JOHNS COUNTY

By: _____

By: Michael D Wanchick

(Signature of authorized officer)

(Signature of authorized officer)

Title

County Administrator

Title

Date

Date

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

ATTEST: CLERK OF CIRCUIT COURT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____