

RESOLUTION NO. 2016-163

**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 CHILDRENS HOME SOCIETY, INC AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY**

**WHEREAS**, Children's Home Society, Inc. (CHS) and St. Johns County (the County), on behalf of the St. Johns Community Based Care Family Integrity Program, are committed in working together to ensure CHS will be able to provide PRIDE (Parent Resources for Information, Development and Education) training to all persons identified by the county as needing pre-service training; and

**WHEREAS**, Children's Home Society, Inc. and the County wish to enter into an Agreement setting forth the terms of the fee for service agreement between the Family Integrity Program and Children's Home Society; and

**WHEREAS**, Children's Home Society, Inc. has agreed the training will be conduct three times a year at a rate of \$2,166.67 per completed course; and

**WHEREAS**, CHS has performed this function for SJC since state FY 2015/2016 and CBC would like to continue this partnership; 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:**

**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 approves the terms, provisions, conditions, and requirements of the Agreement between the County and Children's Home Society, Inc. and authorizes the County Administrator, or his designee, to execute the Agreement on behalf of the County.

**Section 3.** To the extent that there are typographical or administrative errors 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 7 day of June, 2016.

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

By: Jeb S. Smith  
Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Pam Halterman  
Deputy Clerk

**RENDITION DATE** 6/9/16

**AGREEMENT BETWEEN  
CHILDREN'S HOME SOCIETY, INC.  
AND ST. JOHN'S COUNTY**

This Agreement is entered into between St. Johns County, a political subdivision of the State of Florida (the County) and Children's Home Society, Inc., a Florida not-for-profit corporation (CHS).

**Services to be provided**

a. CHS shall provide PRIDE (Parent Resources for Information, Development, and Education) training to all persons identified by the County as needing pre-service training. The training shall be conducted by two certified PRIDE instructors provided by CHS. CHS shall conduct PRIDE training classes three times per year. The training shall adhere to all of the requirements set by the Child Welfare League of America and the Florida Department of Children and Families and will be delivered in time allotments sufficient to ensure that all training material is appropriately covered. CHS will publish a training calendar containing a course and class scheduled at least 10 (ten) working days prior to the beginning of each PRIDE training cycle. CHS will submit feedback regarding trainees to the County following each training cycle, including impressions, level of commitment, level of participation, and any concerns regarding trainees.

b. The County shall supply materials as follows: pens, markers, dry erase board and markers, flip charts and scratch paper. The County will provide a master copy of the PRIDE participant handbook to CHS to make copies of to give to the applicants containing County-specific paperwork.

**Location of Service Delivery**

PRIDE training shall be provided at the St. Johns County Health and Human Services Building, located at 200 San Sebastian View, St. Augustine, Florida 32084.

**Hours of Service Delivery**

Training sessions will be made available three times per year. The County shall approve the scheduling of the training sessions.

**Compensation**

This is a fee-for-service agreement. The County agrees to pay CHS for the delivery of services provided in accordance with the terms of this agreement, subject to the availability of funds. Any costs or services paid to or for the provider under any other agreement, contract, or from any other source, are not eligible for payment under this agreement. The County agrees to pay for the services at the fee-for-service amount listed below:

Service	Fee-for-Service
One Complete Pride Training Course	\$2166.67

Payment may be authorized only for services provided in accordance with the terms and conditions of this agreement. The invoice for each training session shall be submitted one week prior to the beginning of each course. Payment of invoices shall be made in compliance with the requirements of the Local Government Prompt Payment Act.

### **Confidentiality**

- a. The County and CHS will comply with the Health Insurance Portability and Accountability Act, as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).
- b. The County and CHS agree to promote to the fullest extent permissible, and in compliance with applicable state and federal law, the sharing of information when it is relevant to PRIDE training. It may be necessary to restrict information sharing due to statutory prohibitions. It is understood that the sharing of case records does not abrogate the confidentiality of the records as to other non-designated parties. CHS agrees to obtain a signed written consent form prior to releasing information to third parties.
- c. CHS shall report any breach in security or other release of confidential information to the County immediately upon its discovery of such breach or release. CHS shall be responsible for all direct and indirect costs, losses, and damages to the County occurring in connection with such breach or release, including attorney's fees and litigation costs (whether or not such costs are taxable as attorney's fees).

### **Coordination of Services**

CHS and the County agree to work together to ensure PRIDE training is provided in a timely manner to identified participants needing the training.

### **Indemnification**

CHS shall indemnify, defend, and hold the County harmless from all claims, losses, costs (including attorneys' fees), suits, administrative actions, arbitration, or mediation associated with this agreement.

### **Term of Agreement/Termination**

- a. This agreement will be effective from **July 1, 2016**, or upon signature of both parties, whichever is later, and shall run through **June 30, 2017**. Upon the expiration of the Term, this Agreement may be renewed for a period of twelve (12) months ("Renewal Term") by one party providing thirty (30) days written notice to the other party prior to the end of the initial term. BCC and CHS may agree to extend up to three (3) renewal terms. All provisions in this Agreement shall apply in full to the renewal term. Nothing in this agreement implies any type of employment contract by either party.
- b. Either party may terminate the agreement with no less than thirty calendar days' written notice to the other party, unless a lesser time is mutually agreed upon in writing.
- c. The County may terminate this agreement upon ten days' written notice, if it determines, in its absolute discretion that, CHS has failed or may fail to perform any material duty or obligation imposed by the agreement and CHS does not cure the default or breach within the ten day period following notice.
- d. If this agreement is terminated pursuant to this section, CHS agrees to return all funds for

services not rendered by CHS upon written request by the County.

### **Insurance**

CHS shall not commence work under this agreement 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. CHS shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate CHS has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include St. Johns County, a political subdivision of the State of Florida, 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 CHS of its liability and obligations under this agreement.

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

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

CHS shall maintain during the life of this agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect CHS 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 agreement, whether such operations be by CHS or by anyone directly employed by or contracting with CHS.

CHS shall maintain during the life of this agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

CHS shall maintain during the life of this agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect CHS 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 CHS or by anyone directly or indirectly employed by CHS.

CHS shall maintain during the life of this agreement, 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.

### **Public Records**

a. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, or materials, associated with this agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable local, 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, or an unaffiliated party.

b. As a condition of entering into this agreement, CHS shall provide access to all records, data, documents, and materials subject to the applicable provisions of Chapter 119, Florida Statutes, and made or received by CHS in conjunction with this agreement. Specifically, if CHS is authorized, and acts on behalf of the County in performing under this agreement, CHS shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service being performed by CHS;

(2) Provide the public with access to public records 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 States, or as otherwise provided by applicable law;

(3) Ensure that public records that are exempt or confidential and exempt from public disclosure requirements are not disclosed except as authorized by applicable law;

(4) Meet all requirements for retaining public records, and transfer at CHS's sole cost and expense, all public records in the possession of CHS upon termination of this agreement;

(5) Destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements upon termination of this agreement; and

(6) Upon termination of this agreement, provide any public records stored electronically to the County in a format that is compatible with information technology systems maintained by the County.

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

### **Miscellaneous Terms**

a. Both CHS and the County shall comply with all applicable County, state, and federal laws and regulations in their performance under this agreement.

b. CHS acknowledges that the County's obligations under this agreement are contingent upon the appropriation of sufficient funds for that purpose by the Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this agreement shall not exceed the annual amount appropriated in the County's budget for that fiscal year. Nothing in this agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this agreement during any given fiscal year.

c. This agreement shall not be deemed or construed to create any agency relationship, partnership,

association, or joint venture between the County, and CHS.

**d.** Neither party may assign or otherwise transfer its rights and duties under this agreement without the written consent of the other party. Should either part assign or otherwise transfer its rights and duties under this agreement without such written consent, it shall be grounds for termination of this agreement.

**e.** Any amendment of this agreement shall be in writing and executed by a duly authorized representative of both parties.

**f.** The failure of either party to insist upon strict performance of any provision of this agreement shall not be construed as a waiver of such provision on any subsequent occasion.

**g.** If any part of this agreement is declared invalid or unenforceable for any reason by a court of competent jurisdiction, such part shall be severable, and the remainder of this agreement shall remain in effect.

**h.** This agreement shall be governed by Florida law. Venue for any legal or administrative action arising under this agreement shall lie exclusively in St. Johns County, Florida.

**i.** This agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute the same agreement.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed by their duly authorized officials.

**ST. JOHNS BOARD OF COUNTY  
COMMISSIONERS**

**CHILDREN'S HOME SOCIETY, INC.**

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

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

Title: \_\_\_\_\_  
St. Johns County, Florida  
200 San Sebastian View  
St. Augustine, FL 32084

Executive Director  
Children's Home Society, Inc.  
3027 San Diego Road, PO Box 5616  
Jacksonville, FL 32247

Date \_\_\_\_\_

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