

RESOLUTION NO. 2019-465

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 SMA BEHAVIORAL HEALTH SERVICES, INC. AND AUTHORIZING THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY

WHEREAS, SMA Behavioral Health Services, Inc is a non-profit organization providing behavioral health services to the residents of St. Johns County; and

WHEREAS, the County is providing a local match to funds provided to SMA by the Florida Department of Children and Families as required by Section 394.76, Florida Statutes; 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 hereby approves the terms, provisions, conditions, and requirements of the Agreement between the St. Johns County, Florida, and SMA Behavioral Health Services, Inc. and authorizes the Chair of the Board of County Commissioners or his designee, 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 December, 2019.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

ATTEST: Brandon Patty, Clerk

By:

Sam Halterman
Deputy Clerk

Jeb S. Smith
Jeb S. Smith, Chair

RENDITION DATE 12/19/19



**ST. JOHN'S COUNTY
CONTRACT FOR BEHAVIORAL HEALTH SERVICES**

This Agreement is entered into between ST. JOHNS COUNTY, a political subdivision of the STATE OF FLORIDA, hereinafter referred to as THE COUNTY, and SMA BEHAVIORAL HEALTH SERVICES, INC., a Florida non-profit corporation, hereinafter referred to as RECIPIENT.

In consideration of the terms set forth below, the sufficiency of which is mutually acknowledged, the COUNTY and RECIPIENT agree as follows:

I. Term

The term of this Agreement shall be for the period commencing October 1, 2019 and extending through September 30, 2020.

II. Services

The COUNTY shall match funds provided to RECIPIENT by the Florida Department of Children and Families pursuant to Section 394.76, Florida Statutes, for the purpose of providing behavioral health services to the citizens of St. Johns County. Funds provided to RECIPIENT under this Agreement must be used for the purpose of achieving the program goals as defined in the Program Description and Outcomes included in Attachment 1, attached hereto and incorporated herein.

III. Agency Information

The RECIPIENT shall make the following items available for inspection, review, or audit by the COUNTY at reasonable times and under reasonable conditions:

A. Administrative

1. Articles of Incorporation;
2. By-Laws;
3. Board roster, including the date of each Board member's appointment to Board and term;
4. Board meeting schedule;
5. Board meeting minutes for the last twelve months; and
6. Copies of monitoring reports within last 12 months from any other funding sources

B. Regulatory Compliance

1. Copy of Florida Corporate Registration;
2. Certificate of Good Standing from the Division of Corporations;
3. Proof of registration with Florida Department of Agriculture and

4. Consumer Affairs for Solicitation of Contributions;
IRS Form 941 with proof of payment of withholding taxes for most recent calendar quarter;
5. Most recent IRS Form 990;
6. All legally required licenses;
7. IRS Determination letter identifying classification;
8. Federal Employer ID statement or letter;
9. Fire Inspection Certificates for all program sites;
10. Health Inspection certificates, if applicable;
11. Proof of current general liability insurance;
12. Proof of current workers' compensation insurance;
13. Proof of current vehicle insurance, if applicable; and
14. Proof of current volunteer insurance, if applicable

C. Internal Controls and Financial Management

1. Written financial policies and procedures;
2. Written accounting procedures;
3. Proof of adequate financial accounting system;
4. Reconciled bank statements for most recent calendar quarter;
5. Verification of accounting records for all income and expenses attributed to the COUNTY for most recent calendar quarter;
6. Approved budget for each program funded by the COUNTY;
7. Most recent audit or Board approved financial statement;
8. Auditor's Management letter, if applicable;
9. Agency's response to Management Letter for corrective action, if required;
10. Policy detailing who is authorized to sign checks;
11. Policy or procedure defining who is authorized to purchase materials and services on behalf of the agency;
12. Policy or procedure defining who is authorized to utilize credit and debit cards;
13. Policy or procedure for reimbursement of employee job-related expenses; and
14. Policy or procedure for management of petty cash funds.

D. Staffing/Personnel

1. Organizational chart identifying positions and lines of authority;
2. Job descriptions which define the duties and qualifications for each approved position specific to the program funded by the COUNTY;
3. Policy or procedure for written performance appraisal and pay increases;
4. Availability of timesheets for employees for most recent calendar quarter;

5. Documentation of volunteer hours for most recent calendar quarter; and
6. Florida Department of Law Enforcement background screenings on all employees working with children.

E. Program Requirements and checklist

1. Intake forms/documentation of intake process;
2. Copies of client records served for most recent calendar quarter;
3. Proof of program participation for clients served for most recent calendar quarter; and
4. Proof of program success.

IV. Fiscal Responsibility

A. RECIPIENT shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which accurately and appropriately reflect all expenditures of funds provided under this Agreement.

B. RECIPIENT shall maintain all financial records related to funds provided under this Agreement and supporting documentation. Such records shall be retained in accordance with Florida law.

C. RECIPIENT shall maintain and file with the COUNTY, in a timely manner, all reports related to services provided under this Agreement.

V. Program and Financial Monitoring

A. RECIPIENT agrees to provide program and financial information in such format and at such times as may be prescribed by the COUNTY, and to cooperate with site visits and other on-site monitoring, including access to sites, staff, fiscal and client records and logs, and the provision of any other information related to this Agreement.

B. The RECIPIENT shall have 30 business days upon receipt of notification to provide corrective action to open monitoring issues. If satisfactory resolution of monitoring issues is not provided in 30 business days, the COUNTY will suspend all payments under this Agreement. If RECIPIENT is unable to resolve monitoring issues to COUNTY's satisfaction within 60 business days of notification, it shall be grounds for termination of this Agreement.

VI. Confidential Information

RECIPIENT shall not use or disclose any information including social security numbers, which specifically identifies a recipient of services under this Agreement, for any purpose not in conformity with federal, state, or local law and related regulations, except

as may be necessary to implement items III and IV listed above or with written consent of the recipient or the recipient's responsible parent or guardian where authorized by law.

VII. Payment

A. All payments under this Agreement shall be based on the availability of funds. RECIPIENT acknowledges that this Agreement is neither a general obligation of the COUNTY, nor is it backed by the COUNTY's full faith and credit. Payments under this Agreement are conditioned on, and subject to, specific annual appropriations of sufficient funds by the Board of County Commissioners of St. Johns County.

B. The COUNTY shall make payments to the RECIPIENT according to the payment schedule set forth below except as provided in Section VII.B of this Agreement. The total amount of funding paid to RECIPIENT pursuant to this Agreement shall not exceed \$230,000.00. All payments or disbursements shall be contingent upon the following:

1. Receipt by the COUNTY of the following:
 - a. Funding Request;
 - b. Program Financial Report (from previous quarter);
 - c. Demographics Summary (from previous quarter); and
 - d. Any supporting program and financial information as requested by the COUNTY

2. The COUNTY in its sole discretion reserves the right to continue, suspend, or terminate payments, or withhold funding altogether if services provided under this Agreement by the RECIPIENT or its subcontractors have been interrupted or discontinued.

MONTHLY DISBURSEMENT PAYMENT SCHEDULE

SERVICE MONTH	REQUEST DUE DATE	PAYMENT	PAYMENT DATE
October	10/01/2019	\$19,166.00	10/31/2019
November	11/01/2019	\$19,166.00	11/30/2019
December	12/01/2019	\$19,166.00	12/31/2019
January	01/01/2020	\$19,166.00	01/31/2020
February	02/01/2020	\$19,166.00	02/28/2020
March	03/01/2020	\$19,166.00	03/31/2020
April	04/01/2020	\$19,166.00	04/30/2020
May	05/01/2020	\$19,166.00	05/31/2020
June	06/01/2020	\$19,166.00	06/30/2020
July	07/01/2020	\$19,166.00	07/31/2020
August	08/01/2020	\$19,166.00	08/31/2020
September	09/01/2020	\$19,174.00	09/30/2020

VIII. Return Of Funds

If RECIPIENT violates any terms of the Agreement, becomes insolvent, voluntarily or involuntarily files a petition for bankruptcy, or is subjected to a criminal or civil investigation by a state or federal agency for fraud, theft, or crimes of dishonesty or moral turpitude, the COUNTY, in its sole discretion, may withhold, terminate, suspend or reduce any disbursements of grant funds on a temporary or permanent basis. In this event, RECIPIENT shall return to the COUNTY any overpayment due to unearned funds disallowed pursuant to the terms of this Agreement that were disbursed to the RECIPIENT by the COUNTY.

IX. Special Situations

RECIPIENT agrees to inform the COUNTY in writing within five (5) business days of the agency's becoming aware of any circumstances or events which may reasonably be considered to jeopardize its capability to continue to meet its obligations under terms of this Agreement. The COUNTY reserves the right to terminate this Agreement or implement any lawful action that is in the best interest of the COUNTY where warranted by special situations.

X. Public Records

A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/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 State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

B. In accordance with Florida law, to the extent that RECIPIENT'S performance under this Agreement constitutes an act on behalf of the County, RECIPIENT shall comply with all requirements of Florida's public records law. Specifically, if RECIPIENT is expressly authorized, and acts on behalf of the County under this Agreement, RECIPIENT shall:

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

(2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following

completion of this Agreement if the RECIPIENT does not transfer the records to the County; and

(4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the RECIPIENT or keep and maintain public records required by the County to perform the Services.

If the RECIPIENT transfers all public records to the County upon completion of this Agreement, the RECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the RECIPIENT keeps and maintains public records upon completion of this Agreement, the RECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the RECIPIENT to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0805
publicrecords@sjcfl.us**

XI. Miscellaneous Provisions

A. The RECIPIENT certifies that it maintains a code or standards of conduct that govern the performance of its officers, directors, employees, or agents engaged in the awarding and administration of contracts using County grant funds.

B. Except for the use of funds to pay for salaries and other related administrative or personnel costs, the RECIPIENT certifies that no employee, agent, or officer or the RECIPIENT, who exercises decision making responsibility with respect to grant funds of the COUNTY and the activities related thereto, is allowed to obtain a financial interest in or benefit in the Program Description and Outcomes (the Program) and activities referred to in Attachment 2, or have a financial interest in any contract, subcontract or agreement regarding the Program or its activities or in the proceeds of the Program or its activities. Specifically:

1. This requirement applies to any person or entity who is an employee, agent, consultant, officer, or elected or appointed official of the COUNTY, designated public agency, or RECIPIENT; and to their immediate family members, and business partner(s).
2. The requirement applies for such persons or entities during their tenure and for a period of one (1) year after leaving the RECIPIENT's organization.

C. The RECIPIENT shall hold harmless, defend, and indemnify the COUNTY and its officers, agents, and employees from all claims and reasonable costs, including reasonable attorney's fees that arise from the RECIPIENT's performance or non-performance of the terms of this Agreement.

D. In no event shall COUNTY or the funding agency providing funding to the Program under this Agreement be liable to RECIPIENT for any incidental, indirect, special, punitive, or consequential damages even if the COUNTY knew or should have known about the possibility of such damages with respect to any provision of this Agreement.

E. This Agreement shall be governed by the laws of the State of Florida and the Code of Ordinances of St. Johns County, Florida. Venue for any legal, equitable, or administrative action arising under this Agreement shall lie exclusively in St. Johns County.

F. RECIPIENT acknowledges the COUNTY's obligations under the Florida Public Records Act to release public records to members of the public upon request. RECIPIENT acknowledges that the COUNTY is required to comply with the Florida Public Records Act in the handling of the materials created under this Agreement and that in the event of a conflict between the Florida Public Records Act and this Agreement, the Florida Public Records Act shall prevail. RECIPIENT agrees to comply with these laws and any other laws related to provision of public records and to assist COUNTY in complying with the same as it relates to all aspects of this Agreement.

G. RECIPIENT shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by the Agreement. RECIPIENT agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any Services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability); and all applicable regulations, guidelines, and standards. In performing under the Agreement, RECIPIENT agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under the Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment

without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

H. RECIPIENT acknowledges the COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes (commonly known as the Florida Government in the Sunshine Law). RECIPIENT agrees to comply with these laws and any other laws related to complying with the Florida Government in the Sunshine Law and to assist COUNTY in complying with the same as it relates to this Agreement.

I. RECIPIENT shall preserve and make available for examination and audit by COUNTY at reasonable times all records relating to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period, the RECIPIENT shall retain the records until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to RECIPIENT's records, RECIPIENT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by RECIPIENT.

J. Any incomplete or incorrect entry in RECIPIENT's books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

K. Any legal notice or other communication required or permitted to be made or given by either party pursuant to this Agreement will be in writing, in English, and will be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of the notice is promptly sent by another means specified in this section; or (iii) when delivered if delivered personally or sent by express courier service. All notices will be sent to the other party at its address as set forth below or at such other address as the party may specify in a notice given in accordance with this section.

COUNTY:

Shawna Novak
Health and Human Services Director
200 San Sebastian View, Suite 2300
St. Augustine, FL 32084
Phone: (904) 209-6089

St. Johns County
Attn: County Attorney
500 San Sebastian View

St. Augustine, FL 32084
Phone: (904) 209-0805
Fax: (904) 209-0806

RECIPIENT:

Ivan Cosimi, CEO
SMA Behavioral Health Services, Inc.
1220 Willis Avenue
Daytona Beach, FL 32114
Phone: 386-236-1764
Fax: 386-236-3157

Scott Simpson, Esquire
595 W. Granada Blvd., Suite A
Ormond Beach, FL 32174
Phone: 386-677-3431
Fax: 386-673-0748

L. Each party will act in good faith in the performance of its respective responsibilities under this Agreement and will not unreasonably delay, condition, or withhold the giving of any consent, decision, or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under this Agreement.

M. By entering into this Agreement, RECIPIENT and COUNTY hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the parties of this Agreement.

N. If any portion of this Agreement, or any application thereof to any person or circumstance, is declared void, unconstitutional, or invalid for any reason, then such portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, shall remain in full force and effect.

O. This Agreement shall not be assigned, transferred, or encumbered by RECIPIENT unless authorized by the COUNTY in writing as modification to this Agreement.

P. This Agreement and the attached exhibits, and any amendments thereto, constitute the full and complete understanding between the parties.

Q. This Agreement shall not be construed to create any agency relationship, partnership, or any other type of association between the COUNTY and the RECIPIENT.

R. This Agreement does not confer any third party beneficiary status or interest upon any person.

S. The failure of either party to insist on strict performance of any requirement of this Agreement shall not be construed as a waiver of such requirement on any subsequent occasion.

T. RECIPIENT agrees that funds received from the COUNTY under this Agreement shall not be used for the purpose of lobbying any entity in a manner inconsistent with the scope of this Agreement.

XII. Subcontractors:

A. RECIPIENT shall not engage any subcontractor to perform services or work under this Agreement without first obtaining the written consent of the COUNTY. Such consent shall not be unreasonably withheld.

B. RECIPIENT shall include and incorporate in its contracts with subcontractors who provide any services or work under this Agreement the same or similar substantive terms and conditions as those contained in Article XI above.

XIII. Insurance:

A. The RECIPIENT 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. The RECIPIENT shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate shall clearly indicate the RECIPIENT 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 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 RECIPIENT 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

B. The RECIPIENT 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 the RECIPIENT 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 RECIPIENT or by anyone directly employed by or contracting with the RECIPIENT.

C. The RECIPIENT shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

D. The RECIPIENT 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 RECIPIENT from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented or hired automobiles whether such operations be by the RECIPIENT or by anyone directly or indirectly employed by a RECIPIENT.

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

XIV. Termination

This Agreement may be terminated by either party, with or without cause, upon no less than thirty (30) days written notice delivered to the other party. The COUNTY may immediately terminate this Agreement upon written notice to the RECIPIENT if the RECIPIENT fails to fulfill or repudiates any of the provisions of this Agreement.

XV. Authority to Execute

Each party covenants to the other that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by its authorized representative.

IN WITNESS WHEREOF, the parties have executed this agreement through their duly authorized representatives as of the dates set forth below.

SMA Behavioral Health Services, Inc.

St. Johns County

By: _____
Signature

By: _____
Signature

Printed Name & Title

Printed Name & Title

Date of Execution

Date of Execution

Legally Sufficient

CLERK OF COURT

By: _____
Deputy Clerk

Senior Assistant County Attorney

Date of Execution

Date

SMA Program Description and Outcomes

Attachment 1

SMA Behavioral Health Services, Inc., previously identified as the ***Provider***, will provide to the residents of St. Johns County the following performance based services:

- Adult and Children Mental Health Screening Services
- Adult and Children Mental Health Case Management Services
- Adult and Children Substance Abuse Intervention Services
- Adult and Children Medical Mental Health Outpatient Services
- Adult and Children Substance Abuse Outpatient Services
- Adult and Children Mental Health and Substance Abuse Outreach Services
- Adult and Children Substance Abuse Prevention Services

Additionally:

Provider will comply with all current performance standards as established by the State of Florida.

Provider will make every effort to recruit St. Johns County residents to its Board of Directors.

Provider will interact with other human service agencies providing services in the County.