

RESOLUTION 2020 - 434

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN ST JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS AND EPIC COMMUNITY SERVICES FOR THE THINK! FOR SUCCESS PROGRAM, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

WHEREAS, St. Johns County is providing funds to EPIC Community Services, a non-profit organization, in an amount not to exceed forty-one thousand, eight hundred dollars (\$41,800.00), for the purpose of the THINK! for Success Program; and,

WHEREAS, the THINK! For Success Program provides services to adolescents who are experimenting with alcohol and/or other drugs and would benefit from learning about the legal, social, and personal implications of their drug using behavior as well as choices made at school and in the community; 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 approves the terms, conditions, and requirements of the Agreement between the St. Johns County, Florida, and EPIC Community Services, Inc. and hereby authorizes the County Administrator, or designee, to execute the Agreement on behalf of St. Johns County.

Section 3. To the extent that there are typographical, administrative, or scrivener's errors that do not change the tone, tenor, or context of this resolution, then this resolution may be revised without further action by the Board of County Commissioners.

Section 4. 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, this 3 day of November, 2020.

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

By: _____

Jeb S. Smith, Chair



ATTEST: BRANDON J. PATTY

RENDITION DATE 11/5/20

By: _____

Pam Salter

Clerk of the Circuit Court & Comptroller

**ST. JOHNS COUNTY
FUNDING AGREEMENT**

THIS AGREEMENT is entered into this _____ day of _____, 20____ between St. Johns County (the County), a political subdivision of the state of Florida, and EPIC Community Services, Inc. d/b/a EPIC Behavioral Healthcare (the Provider), a Florida not-for-profit corporation.

RECITALS

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

WHEREAS, EPIC is a nonprofit agency receiving County funding for the THINK! For SUCCESS program in the amount of forty-one thousand, eight hundred dollars (\$41,800.00) to provide services for adolescents who are experimenting with alcohol and other drugs and would benefit from learning about the legal, social, and personal implications of their drug using behavior as well as choices made at school and in the community. Adolescents that are first time offenders of alcohol or drug offenses, are placed in the program, which lasts approximately 45 days. Program services include, but are not limited to substance abuse prevention education series, substance abuse risk and strength-based individual assessment, individual counseling, psycho-educational groups, crisis intervention, parent education, referral to community resources, and follow up (the Services); and

WHEREAS, the County has determined that providing funding to the Provider to perform activities and services according to this agreement and the Provider's intent as stated in the application, will serve a public purpose.

NOW THEREFORE, in consideration of the provisions set forth below, the sufficiency of which is mutually acknowledged, the County and the Provider agree as follows:

1. **Incorporation of Recitals.** The above recitals are incorporated into the body of this agreement and are adopted as findings of fact.
2. **Duration and Renewal of Agreement.** This agreement shall be effective beginning on October 1, 2020, and ending on September 30, 2021, unless earlier suspended or terminated in accordance with the terms and conditions of the agreement. This agreement may be renewed, at the sole discretion of the County, for one additional one-year term. Renewal of this agreement shall be contingent upon a determination by the County that the Provider has satisfactorily provided the Services in compliance with the requirements of this agreement and is capable of providing the Services during the renewal term. However, it is expressly understood that, notwithstanding the foregoing, the County is under no obligation to renew this agreement and may decline to renew this agreement for any reason.
3. **Obligations of the County.** The County agrees to provide funding to the Provider in an amount not to exceed forty-one thousand, eight hundred dollars (\$41,800.00). The Provider acknowledges that it is not entitled to the above referenced amount of compensation. Rather, compensation is based on the agency adhering to the scope of services detailed in this agreement. Compensation is dependent upon satisfactory

completion of the program requirements as provided in this agreement and as intended in the funding application. Payments will be authorized only for services provided during the term of the agreement and prior to the payment request date.

4. **Obligations of the Provider.** In consideration for the County providing funding to the Provider as provided in Section 3, the Provider agrees to the following:

- a. The Provider shall provide the Services to no fewer than **170 adolescents and their parents who are St. Johns County residents** for the duration of this agreement.
- b. Funding provided under this agreement shall be spent in accordance with the approved budget and required reports listed below as Exhibits 1- 4, attached and incorporated into this agreement.
 - i. **Exhibit 1 – Payment Request:** due monthly and must be received by the 15th of the following month. Must be based on actual budgeted expenditures during the reporting period. Payment will be made upon receipt and approval by the County of a completed, signed payment request. **Payment Requests received past the 15th of the month following actual budgeted expenditures may not be honored by the County.**
 - ii. **Exhibit 1B – Monthly Program Expenditure Report with Narrative:** due with monthly Payment Request by the 15th of the following month. Must be based on actual budgeted expenditures during the reporting period. **Narrative must be completed for each budgeted line item expenditure, including administrative costs.**
 - iii. **Exhibit 2 – Program Demographic Report:** due quarterly on the 15th day following the end of each quarter (January 15, 2021, April 15, 2021, July 15, 2021, October 15, 2021).
 - iv. **Exhibit 3 – Performance Outcome Report:** due quarterly on the 15th day following the end of the quarter (January 15, 2021, April 15, 2021, July 15, 2021, October 15, 2021).
 - v. **Exhibit 4 – Annual Program Budget vs Expenditure Summary:** due annually on the 20th day following the end of the contract (October 20, 2021).
 - vi. Exhibits shall be delivered either by hand, mail, or email to:
HHS Contract Coordinator
200 San Sebastian View, Suite 2300
St. Augustine, FL 32084
Email: ktanner@sjcfl.us
- c. An appropriate representative of the Provider shall attend the Health and Human Services Advisory Council (the Council) meetings, which are held at 4:00 p.m. on the third Thursday of

each month at the HHS Building, located at 200 San Sebastian View, St. Augustine, FL 32084. The designated representative shall be prepared to provide an oral report on behalf of the Provider regarding the progress of this agreement. If a representative of the Provider is not able to attend an HHS Advisory Council meeting for any reason, the Provider's contact person listed in this agreement must provide notice via email to the HHS Contract Coordinator. In addition, the Provider shall be required to present its Performance Outcomes Report to the HHS Advisory Council at the Council's request but a minimum of at least once during the term of this Agreement and at least once during any renewal term. The County will collaborate with the Provider to determine a suitable meeting date for the annual presentation.

- d. The Provider will be issued a user license for the web-based, grant research subscription service, eCivis, to research and apply for grants appropriate for the services provided by the Provider. The Provider will conduct grant research no less than once per month through eCivis and actively pursue other funding sources. The Provider will apply for no less than one grant per fiscal year and provide proof of application submittal (from awarding agency) to the HHS contract coordinator.

Should the County provide any grant writing, grant management, or capacity building trainings in FY21, no less than one staff member of the Provider will be required to attend. The Provider will be notified by the HHS contract coordinator of any training opportunities.

- e. In the event of a declaration of a Local State of Emergency, or any event in which the County finds it necessary to activate its Comprehensive Emergency Management Plan (CEMP), the Provider, as a local agency that provides services to vulnerable residents of the community, will support the County's emergency response activities (if requested) by providing staff or trained volunteer support on site at any emergency shelter opened by the County in response to the emergency upon request by the County's Health and Human Services Department or St. Johns County Emergency Management. The Provider will support the community response to the declaration of emergency by ensuring that its staff or trained volunteers are available to assist emergency operations staff in meeting the special needs of this population. Such assistance may include, but is not limited to:
 - i. Designate a single point of contact and an alternate to serve as emergency operations representatives, and grant these persons authority to directly communicate with the County in an emergency;
 - ii. The Provider shall notify the HHS Director in writing the names, cell phone numbers, and email addresses of the designated emergency operations representative and backup representative within 15 days of executing this agreement. Should the emergency operations representatives change, the Provider shall notify the HHS Director in writing within one business day;
 - iii. Work with the County's Emergency Operations Center and St. Johns County School District in set-up of emergency shelters to determine what the community's needs are and how best to meet those needs;

- iv. Remain at the shelter overnight during the storm event; and
 - v. Upon demobilization of the emergency shelters, work in partnership with the Continuum of Care, SJC Health and Human Services Department, and the Long Term Recovery team to help address the needs of those residents remaining at the Post Impact Shelter, which may include housing.
 - vi. Staff salaries incurred as a direct result of services provided during a Local State of Emergency at emergency shelters or at the County's EOC are eligible for reimbursement under this agreement upon submission of a written request for reimbursement by the Provider as provided in Section 4.b above. All expenses must be properly documented by the Provider and verified by County staff. The Provider will not be compensated for any services delivered by trained volunteers.
- f. Mandatory use of the Homeless Management Information System (HMIS), administered by the St. Johns County Continuum of Care HMIS Lead Agency, will be implemented for all resulting homeless and/or homeless prevention programs. The only exception to this requirement will apply to domestic violence service providers, who will be required to utilize a comparable database. All other service providers are encouraged to utilize HMIS to capture client data when appropriate.
- g. To the extent that the Provider is required to secure or maintain any permits, licenses, or approvals to perform the Services, the Provider, at its sole cost and expense, shall be responsible for securing and maintaining all such permits, licenses, or approvals in accordance with local, state, or federal law for the duration of this agreement.

If the Provider fails to comply with the requirements of this section, the County may, at its sole option, disallow any or all of the funding provided under this agreement as provided in Section 6 below.

5. Retention, Auditing, and Review of Records. The Provider shall retain all supporting documentation, statistical records, and any other records necessary to document its expenditures during the term of this agreement for 5 years from the termination or expiration of this agreement. If any litigation, claim, negotiation, audit, or other action involving the records is initiated prior to the expiration of the 5-year period, the records shall be retained for one year after the final resolution of the action.

The Provider authorizes the County to review, inspect, and/or audit its books and records, and interview any clients and employees of the Provider in order to determine whether compliance has been achieved with respect to the provisions of this agreement. It is specifically noted that the Provider is under no duty to provide access to documentation not related to this agreement or that is otherwise protected by local, state, or federal law.

Any audit required under this section shall be submitted to the County no later than 180 days following the end of the Provider's fiscal year along with any corrective action plan if applicable. Failure by the Provider to submit the audit within the required time shall result in the withholding of requested payments. In addition, the County may, at its option terminate this agreement.

6. **Disallowance of Funds.** If the Provider fails to comply with one or more of the requirements of this agreement or if, as a result of review, inspection, or audit, the Provider cannot provide documentation of expenses or it is determined that expenses were unallowable, the County may, at its sole option, disallow any or all of the funding provided under this agreement. The Provider shall refund all disallowed funds to the County. Disallowed funds shall be refunded to the County within 30 days of the Provider's receipt of written notice from the County, regarding the overpayment or noncompliance. If the Provider does not timely refund the disallowed funds, the County may charge interest in the amount of 1 percent per month compounded on the outstanding balance beginning 40 days after the date of notice. Disallowed expenses through this funding program include, but are not limited to insurance, audit expenses, fundraising, entertainment, decorative items, client incentives, or food for non-clients.

7. **No Commitment of County Funds.** This agreement is neither a general obligation of the County nor is it backed by the full faith and credit of the County. Although the County will make all reasonable efforts to provide grant funds, the County makes no express commitment to provide such funds in any given County fiscal year. Pursuant to the requirements of Section 129.07, Florida Statutes, payment of each grant payment is subject to specific annual appropriations by the St. Johns County Board of County Commissioners sufficient to pay the grant payments during that County fiscal year. It is expressly acknowledged that the Provider cannot demand that the County appropriate or provide any such funds in any given County fiscal year.

8. **Notices.** All official notices to the County concerning this contract shall be delivered either by hand (receipt of delivery required) or by certified mail to:

Shawna Novak
Director of Health and Human Services
200 San Sebastian View, Suite 2300
St. Augustine, FL 32084

All official notices to the Provider shall be delivered either by hand (receipt of delivery required) or by certified mail to:

Patricia Greenough, CEO
17 St. Johns Medical Park Drive
St. Augustine, FL 32086

An official notice is any notice or other communication required pursuant to paragraphs 4, 5, 6, and 21 of this agreement. All other correspondence not classified as official notices may be delivered by any means acceptable to both parties, including faxing or emailing. It is expressly acknowledged by both parties that text messaging is not an acceptable means of correspondence under this agreement.

9. **Relationship of the County and the Provider.** This agreement shall not be deemed to create any agency relationship, partnership, association, or joint venture between the County and the Provider.

10. **Use of County Logo.** Pursuant to St. Johns County Ordinance 1992-2 and St. Johns County Administrative Policy 101.3, the Provider may not manufacture, display, or otherwise use the St. Johns County

Seal/Logo or any facsimile or reproduction thereof without the express written approval of the Board of County Commissioners.

11. **Authority to Practice.** The Provider warrants that it has, and will continue to maintain all licenses and approvals required to conduct its business and the scope of services provided in this agreement. The Provider further warrants that it will at all times conduct its business activities in a reputable manner.

12. **Compliance with Applicable Laws and Regulations.** Both the Provider and the County shall comply with all applicable local, state, and federal laws and regulations in their performance under this agreement. Failure to abide by all applicable local, state, and federal laws and regulations may result in the disallowance of grant funds by the County as provided above in Paragraph 7.

13. **Non-Discrimination.** The Provider shall comply with the following Equal Opportunity Statement:

“No person shall, on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation, or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole, or in part, with funds made available by St. Johns County.”

14. **No Conflict of Interest.** The Provider represents and warrants to the County that it has not employed or retained any elected official, officer, or employee of the County in order to secure this agreement. Moreover, the Provider represents and warrants to the County that it has not paid, offered to pay, or agreed to pay any fee, commission, percentage, brokerage, or gift of any kind contingent upon or in connection with securing and executing this agreement.

15. **Non-lobbying.** The Provider agrees that funds received from the County under this agreement shall not be used to lobby any organization, entity, person, or governmental unit in a manner inconsistent with the scope of this agreement.

16. **Access to Records.** The 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'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.

17. **Effect of Failure to Insist on Strict Compliance.** The failure of either party to insist on strict compliance with any provision of this agreement shall not be construed as a waiver of such provision on any subsequent occasion.

18. **Indemnification.** The Provider shall indemnify, defend, and hold the County and its employees and agents in both their individual and official capacity harmless from any liabilities, claims, damages, and expenses, including attorney's fees and litigation costs, arising directly or indirectly out of any negligent, reckless, or intentional act or omission of the Provider's officers, employees, or agents in connection with this agreement.

19. **Insurance.** The Provider shall not commence work under this agreement until it has obtained all required insurance as set forth in Exhibit A to this agreement and such insurance has been approved by the County. The Provider shall furnish certificates of insurance to the County naming the County as an additional insured. Each certificate shall clearly indicate that the Provider has obtained insurance of the type, amount, and classification as required by this agreement and that no material change or cancellation of the insurance shall be effective without 30 days' prior written notice to the County. A copy of the endorsement shall accompany the certificate. The Provider shall not be required to name the County as an additional insured for workers' compensation or professional liability insurance. Compliance with the foregoing requirements shall not relieve the Provider of any liability or obligation 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

20. **Force Majeure.** Neither party shall be held to be in non-compliance with this agreement, or suffer any enforcement or penalty relating to this agreement, where such non-compliance occurs as the result of a force majeure event. For the purposes of this section, a force majeure event is defined as an event beyond the control and without the fault or negligence of the affected party which could not have been prevented through the exercise of reasonable diligence, including natural disaster (including hurricane, flood, or other acts of nature), strike, riot, war, terrorism or threat of terrorism, or other event that is reasonably beyond either party's ability to anticipate or control. When there is an event of force majeure, the affected party shall immediately notify the other party in writing giving the full particulars of the event of force majeure. The affected party must use reasonable efforts to mitigate the effect of the event of force majeure upon its performance under this agreement. Upon completion of the event of force majeure, the affected party shall resume its performance under this agreement as soon as reasonably practicable. If, due to an event of force majeure, the Provider is unable to complete the scope of services within the term of this agreement, the term of this agreement may be extended for an amount of time not to exceed the length of the event of force majeure.

21. **Assignment.** In light of the scope and rationale for this agreement, neither party may assign or transfer any of the rights associated with this agreement without the express written consent of the other party. Should either party attempt to assign or transfer any of the rights associated with this agreement without such written consent, this agreement shall automatically terminate without further notice or action required on the part of the other party.

22. **Amendments.** Both parties acknowledge that this agreement constitutes the complete understanding between the parties. Any modification to this agreement shall be in writing and executed by the duly authorized representatives of each party.

23. **Governing Law and Venue.** This agreement shall be construed according to the laws of Florida. Venue for any administrative or legal action arising in connection with this agreement shall lie exclusively in St. Johns County, Florida.

24. **Severability.** If any portion of this agreement, or the application thereof to any person or circumstance, is determined by a court of competent jurisdiction to be void, invalid, or otherwise unenforceable for any reason, such portion or application shall be severable. The remaining portions of this agreement, and

all applications thereof, not having been declared void, invalid, or otherwise unenforceable, shall remain in effect.

25. **Merger.** This agreement constitutes the entire agreement and understanding between the parties as to the matters addressed herein. This agreement supersedes all prior and contemporaneous agreements, understandings, representations, and warranties, whether oral or written, relating to such matters.

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

**ST. JOHNS COUNTY
FUNDING AGREEMENT
Signature Page**

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth below. The agreement is effective October 1, 2020, as stated in Section 2 of the agreement.

ATTEST: Brandon J. Patty, Clerk

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
County Administrator or Designee

Date

Date

EPIC COMMUNITY SERVICES, INC.
d/b/a/ EPIC BEHAVIORAL
HEALTHCARE

By: _____
Provider Signature

Provider Name and Title (print)

Date

EXHIBIT A

Insurance Requirements

Insurance

The Provider 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 Provider shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Provider 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 Provider 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

The Provider 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 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 Agreement, 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 the Provider.

The Provider shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as required by the law for all of its employees.