

RESOLUTION NO. 2022-200

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 FAMILY SUPPORT SERVICES OF NORTH FLORIDA, INC. FOR CLIENT TRUST ADMINISTRATION AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY

WHEREAS, Family Support Services of North Florida, Inc., (FSSNF) is the contracted lead agency of the Department of Children and Families (DCF), State of Florida, to provide children's welfare services to youth in Duval and Nassau Counties, Florida; and

WHEREAS, the County is the contracted lead agency of DCF to provide children's welfare services to youth in St. Johns County, Florida; and

WHEREAS, FSSNF and the County recognize the importance of protecting the financial interest of DCF and its lead agencies with respect to claims that the State of Florida may have for the care and maintenance of its clients; and

WHEREAS, the County wishes to enter into an agreement with FSSNF (the Agreement), in which the County and FSSNF will work in collaboration to provide Client Trust Fund services to eligible clients within the County; 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, AS FOLLOWS:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the Agreement between the St. Johns County, Florida, and Family Support Services of North Florida, Inc. for Client Trust administration and authorizes the County Administrator, or designee to execute the Agreement on behalf of the County.

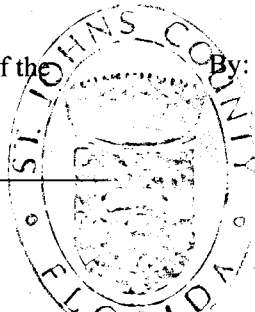
Section 3. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised, without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 7 day of June, 2022.

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

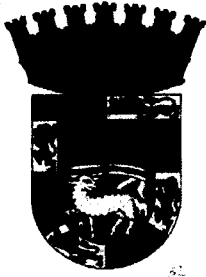
Attest: Brandon J. Patty, Clerk of the
Circuit Court & Comptroller

By: Sam Halterman
Deputy Clerk



By: Henry Dean
Henry Dean, Chair

Rendition Date 6/9/22



**CONTRACT AGREEMENT BETWEEN
FAMILY SUPPORT SERVICES OF NORTH FLORIDA, INC.
AND
ST. JOHNS COUNTY BOARD OF COUNTY
COMMISSIONERS**

This Agreement made on ____ day of _____, 2022, shall be the complete and binding agreement between St. Johns County, a political subdivision of the State of Florida ("County"), with administrative offices located at 500 San Sebastian View, St. Augustine, Florida 32084, and Family Support Services of North Florida, Inc., a Florida not-for-profit corporation ("FSSNF"), with offices located at 1300 Riverplace Blvd., Suite 700, Jacksonville, FL 32207.

WHEREAS, FSSNF is a non-profit organization contracted Lead Agency of the Department of Children and Families (DCF), State of Florida, to provide children's welfare services to youth in Duval and Nassau Counties, Florida ; and

WHEREAS, the County is the contracted lead agency of DCF to provide children's welfare services to youth in St. Johns County, Florida; and

WHEREAS, FSSNF and the County recognize the importance of protecting the financial interest of DCF and its lead agencies with respect to claims that the State of Florida may have for the care and maintenance of its clients; and

WHEREAS, the purpose of this Agreement is that FSSNF and the County agree to work in collaboration to provide Client Trust Fund services to eligible SJC (St. Johns County) clients.

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein, the parties hereto do hereby agree as follows:

ARTICLE 1- DEFINITIONS

1. **Department (DCF).** Florida Department of Children and Families.
2. **Dependent Child.** Dependent Child means a "Child who is found to be dependent," as such term is defined in Section 39.01(15), Florida Statutes, as it may be altered, amended, modified, repealed, restated and/or supplemented, and any succeeding legislation, and the rules and regulations promulgated thereunder and in the Code, all as the same shall be in effect from time to time.
3. **Eligible Client.** Eligible Client means a Dependent Child who has money and/or property held in trust in a Client Trust Fund.
4. **Lead Agency.** Lead Agency has the meaning given to it under section 409.986, Florida Statutes, as it may be altered, amended, modified, repealed, restated and/or supplemented, and any succeeding legislation, and the rules and regulations promulgated thereunder and in the Code, including Section 65C-30.001 of the Code, all as the same shall be in effect from time to time.
5. **Client Trust Fund.** Client Trust Fund means money and/or property designated for the personal benefit of a Dependent Child.

ARTICLE 2 – SCOPE OF SERVICES

1. **FSSNF Obligations.** FSSNF shall perform the following Eligible Client Trust Fund duties:
 - a. Prepare all Supplemental Security Income (“SSI”)/ Social Security Administration (“SSA”) deposits from the Social Security Administration for each Eligible Client with a Client Trust Fund.
 - b. Records all deposits and withdrawals into the Fund Accountability System for each Eligible Client for the Social Security Administration.
 - c. Maintain and update sub ledger tracking system for reconciliation.
 - d. Complete fee collection calculations at the end of the month.
 - e. Maintain client files on each Eligible Client.
 - f. Prepare representative payee reports for the Social Security Administration as needed.
 - g. Prepare quarterly accounting for judicial review on each Eligible Client as requested, at least thirty (30) days prior to the judicial review.
 - h. Review and prepare withdrawal of Eligible Client fund requests as received.
 - i. Receive and disseminate all correspondence from the Social Security Administration.
 - j. Oversee day to day operations of Eligible Client Trust Funds.
 - k. Review and approve authorization for withdrawal requests for each Eligible Client.
 - l. Authorize all social security required information forms for each Eligible Client.
 - m. Prepare and submit monthly balances reports for each Eligible Client to SJC by the 20th of the following month.
 - n. Monitor each Eligible Client account to avoid exceeding the \$2,000.00 asset limit for SSI and the \$10,000.00 asset limit for Medicaid. If the balance is over \$1,500.00 for SSI funds then an expenditure plan will be required. This requires coordination with the case managers and the revenue maximization unit of each lead agency.
 - o. Provide quarterly reconciliations to DCF headquarters in Tallahassee.
 - p. Work closely with auditors for the Social Security Administration and Contract Oversight unit for DCF.
 - q. Develop and implement policy and procedures as needed.
 - r. Submit to the Social Security Administration the completed SSA-11 form
 - s. Communicate to the SSA when the children’s status changes in guardianship (for example, reunification/adoptions/relative placement/aging out of care) that results in the

responsibility of the administration of the Eligible Client Trust Fund being transferred to another party.

- t. Administration of a Client Trust Fund from a third party other than from the SSA.
- u. Provide SJC a copy of any SSA audits or monitoring.
- v. Allow SJC, at SJC's discretion, to monitor its client's Trust Funds on an annual basis using a trust fund tool. A copy of this tool shall be provided to FSSNF at least ten (10) business days prior to any requested monitoring.
- w. Provide training and guidance to SJC staff as needed.

2. **SJC Obligations.** SJC shall:

- a. Transfer the management of all Eligible Client Trust Fund accounts and responsibilities to FSSNF.
- b. Pay FSSNF for each Eligible Client Trust Fund managed by FSSNF, subject to adjustment upon mutual agreement of FSSNF and SJC.
- c. Ensure CWCM (Child Welfare Case Manager) or designee follows the requirements below:
 - i. Withdrawal requisition forms, incorporated by reference, to document withdrawals from clients' accounts.
 - ii. Ensure 100% of clients with a Client Trust account receive their monthly allowance by the last day of the month.
 - iii. Inform the FSSNF Revenue Maximization Department Client Trust Accountant with the Judicial Review (JR) dates no less than thirty (30) days prior to the court hearing.
 - iv. Submit the Notarized Designation Form to the FSSNF Revenue Maximization Department Client Trust Accountant within five (5) business days of assignment.
 - v. Ensure documentation shall be no less than that which would be necessary to process a payment through the State of Florida Chief Financial Officer's Office. The forms shall contain the following information:
 - 1. Client's name and identification number
 - 2. Amount of withdrawal. Reason for withdrawal.
 - 3. Signature of authorized personnel requesting the withdrawal.
 - 4. Date of request.
 - 5. Clients aged fifteen (15) and older are required to sign the 'Authorization for Withdraw of Funds' form. The exception to this is when clients are not physically able to sign and it's notated in the client record and on the form.

6. Electronic signature of authorized personnel requesting the withdrawal.

- a) An electronic signature is a paperless method used to authorize or approve documents which indicates that a person adopts or agrees to the meaning or content of the document E-Sign signature is an acceptable substitute for a wet signature on Client Trust documents or correspondence.
 - b) E-Sign signature acceptance requires specific action on both the part of the employee signing the document or correspondence (hereafter the signer), and the employee receiving/reading the document or correspondence.
 - c) All signers must sign document(s) using a digital medium that clearly indicates the signer's intent to affix their signature to the document. In the event the signer cannot access a secure signing tool, the signer should print their first and last name followed by "E-Signed."
 - d) All signers must include their title.
 - e) All signers must include the date.
 - f) E-Signed documents shall be emailed to MasterTrust@fssnf.org.
 - g) The original email containing the E-Sign document(s) shall be maintained in the client's electronic filing system.
- vi. Upon receipt of the check, the CWCM or designee shall sign the *Check Receipt Acknowledgement Form* indication the agency has (10) business days from the date of the check to return the receipts and unused finds.
 - vii. Original receipts for purchases of equipment must contain the manufacturer's serial number for accountability. Equipment purchases included such items as TV's, DVD players, smart phones, PC's, gaming systems, etc.
 - viii. Should SJC not comply with the ten (10) business day requirements, an email shall be sent to the CWCM and CWCM supervisor advising the deadline has not been met and the deadline has been extended five (5) days. Failure to submit within time frame may result in a suspension of the issuance of future checks until all requirements have been satisfied.
 - ix. Should a child have a placement change, the CWCM shall be responsible for ensuring all items purchased using Client Trust finds are moving with the child. An updated copy of the child's Personal Inventory shall be uploaded into the FSFN file cabinet to document all belongings were transferred with the client.

3. **Mutual Obligations.** The terms and obligations incurred by operation of the parties' respective agreements with DCF are hereby incorporated in this Agreement. Any provision of this Agreement in conflict with any other agreement is deemed superseded by said DCF agreement.

ARTICLE 3 – COMPENSATION

1. **Amount.** SJC agrees to pay for the services at a rate of \$65.00 per month for each Eligible SJC Client Trust Fund managed by FSSNF. This is a fee-for service Agreement under the regulations of OMB. FSSNF is required to be in compliance with OMB (Office of Management and Budget) A-110, A-112, A-133, the Florida Expenditure Guide, GAAP (Generally Accepted Accounting Principles), and all laws and regulations from the federal, state and local governments. SJC shall compensate FSSNF for each service provided, in accordance with this agreement.
2. **Method of Payment.** FSSNF shall be authorized a fee-for service amount. Any costs or services paid to or for FSSNF under any other agreement, contract, or from any other source, are not eligible for payment under this agreement.
3. **Request for Payment.** FSSNF shall request payment within twenty (20) business days following the end of the month in which services were provided through submission of a properly completed invoice. Payments may be authorized only for services on the invoice that are in accordance with the above list set forth in Article 2 and other terms and conditions of this agreement. An invoice returned to FSSNF due to preparation errors will result in a payment delay.

ARTICLE 4 – GENERAL CONDITIONS

1. **Term.** This Agreement shall commence on July 1, 2022 (“Effective Date”), and shall continue through and until 11:59 p.m., Eastern Standard Time, on June 30, 2023 (“Expiration Date”). This Agreement may be extended for a period of twelve (12) months (“Renewed Term”), subject to the same provisions and conditions contained herein, upon mutual written agreement of each of the parties hereto. This Agreement may be extended for up to three (3) Renewed Terms.
2. **County Point of Contact.** Upon request, FSSNF shall account to the County for the time it has spent in performance of the Scope of Services described herein and shall maintain contact with Raechel Meeks, Finance and Contract Manager, rmeeks@sjcfl.us who will serve as a representative of the County, by telephone, fax, mail, and/or e-mail to inform the County of developments regarding the Services described herein and respond to said representative’s comments and questions in a prompt and appropriate manner.
3. **Termination.** This Agreement may be terminated upon either the County or FSSNF providing at least thirty (30) days advance written notice to the other party of such notice of termination. Such written notification shall indicate that either the County or FSSNF intends to terminate this Agreement thirty (30) days from the date of notification (unless a date greater than thirty (30) days is specified). Consistent with other provisions of this Agreement, FSSNF shall be compensated for any Services performed under this Agreement and that are performed up to the termination of this Agreement.
4. **Appropriation of Funds.** FSSNF 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 amount appropriated in the County’s budget for such purpose in 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 contract during any given fiscal year.

5. **Indemnification.** FSSNF shall indemnify, defend and hold harmless the County, and its officers and employees from any and all liabilities, damages, losses, and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligent, reckless, intentional or unintentional act of FSSNF and other persons employed or utilized by FSSNF in performance of this Agreement. Subject to, and within the limitations provided in, Section 768.28, Florida Statutes, the County shall indemnify, defend, and hold harmless FSSNF, its officers, and its employees from any and all liabilities, damages, losses, and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligent, reckless, intentional, or unintentional act of the County, or other persons employed by the County in performance of this Agreement. The foregoing indemnity shall not operate as a waiver of the County's sovereign immunity.

6. **Public Records.** 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.

a. In accordance with Florida law, to the extent that FSSNF's performance under this Contract constitutes an act on behalf of the County, FSSNF shall comply with all requirements of Florida's public records law. Specifically, if FSSNF is expressly authorized, and acts on behalf of the County under this Agreement, FSSNF 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 FSSNF 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 FSSNF or keep and maintain public records required by the County to perform the Services.

b. If FSSNF transfers all public records to the County upon completion of this Agreement, FSSNF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FSSNF keeps and maintains public records upon completion of this Agreement, FSSNF 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.

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

IF FSSNF 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@sicfl.us**

7. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida. Venue for any administrative or legal action arising under this Agreement shall be in St. Johns County, Florida.
8. **Severability.** If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.
9. **Permits and Licenses.** To the extent that FSSNF needs to secure, obtain/acquire, and maintain permits, certificates, authorizations, and/or licenses, in order to perform the Scope of Services noted in this Agreement, then FSSNF shall be responsible (at FSSNF's sole expense) for securing, obtaining/acquiring, and maintaining any, and all, permits, certificates, authorizations, and/or licenses required by Federal, State, and/or County law, rule, regulation, or ordinance.
10. **Amendments to this Agreement.** Both the County and FSSNF acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further, both the County and FSSNF acknowledge that any change, amendment, modification, revision, or extension of this Agreement shall be in writing, and shall be executed by duly authorized representatives of both the County and FSSNF.
11. **Assignment.** In light of the scope and rationale for this Agreement, neither the County nor FSSNF may assign, transfer, or sell any of the rights noted in this Agreement, or associated with this Agreement, without the express written approval of the other party. Should either the County or FSSNF assign, transfer, or sell any of the rights of this Agreement, without such prior written approval of the other party, then such action on the part of either the County or FSSNF shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.
12. **Independent Contractor Relationship.** FSSNF is, and shall be, in the performance of all work, services, and activities under this Agreement, an independent contractor, and not an employee, agent, official, or servant of the County. As such, neither FSSNF, nor any employees, agents, officials, servants, nor affiliate of FSSNF, are eligible for any benefits afforded employees

or officials of the County. FSSNF shall exercise control over the means and manner in which FSSNF, and FSSNF's employees, perform the Services forth in this Agreement. FSSNF does not have the power or the authority to bind (legally or equitably, in any manner whatsoever the County, in any promise, agreement, or representation, other than as specifically provided for in this Agreement.

13. **No Third Party Beneficiaries.** Both the County, and FSSNF explicitly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person and/or entity.

14. Insurance

FSSNF shall not commence work under this Contract until he/she 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. FSSNF shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate FSSNF 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 FSSNF 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

- a. FSSNF 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 FSSNF 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 FSSNF or by anyone directly employed by or contracting with FSSNF.
- b. FSSNF shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.
- c. FSSNF 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 FSSNF 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 FSSNF or by anyone directly or indirectly employed by FSSNF.
- d. FSSNF shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees.
- e. In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

15. **Captions.** The captions and headings in this Agreement are for convenience only and do not define, limit, or describe the scope or intent of any Articles or Sections of this Agreement.
16. **Authority to Execute.** Each party covenants to the other party that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.
17. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
18. **Coordination of Services.** The County and FSSNF agree that management of client trust funds should be coordinated. When appropriate, and as necessary, the County and FSSNF shall promote the management and administration of Eligible Client Trust Funds. FSSNF shall provide individualized services for each Eligible Client Trust Fund.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed on the day and year written above.

COUNTY

FSSNF

By: _____
Signature

By: _____
Signature

Printed Name & Title

Printed Name & Title

Date of Execution

Date of Execution