

RESOLUTION NO. 2022 - 187

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A FIRST AMENDMENT TO THE CONTRACT AGREEMENT BETWEEN FAMILY SUPPORT SERVICES OF NORTH FLORIDA, INC. AND ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS TO RENEW THE TERM, INCREASE THE MONTHLY SERVICE FEE, AND TO MAKE MINOR LANGUAGE MODIFICATIONS; DESIGNATING THE COUNTY ADMINISTRATOR THE COUNTY'S DULY AUTHORIZED REPRESENTATIVE FOR FUTURE AMENDMENTS.**

**WHEREAS**, on June 7, 2022, the Board of County Commissioners approved that certain Contract Agreement between Family Support Services of North Florida, Inc. (FSSNF) and St. Johns County Board of County Commissioners for FSSNF to provide Client Trust Fund services for eligible clients in St. Johns County ("Agreement") (Resolution 2022-200); and

**WHEREAS**, the Agreement established the initial term of the Agreement from July 1, 2022 through June 30, 2023 and allowed for extension of the Agreement for three (3) Renewed Terms of twelve months each; and

**WHEREAS**, the Agreement established the process by which FSSNF would manage the Client Trust Fund accounts and that the County would pay FSSNF at a rate of \$65.00 per month for each eligible Client Trust Fund managed by FSSNF for the County; and

**WHEREAS**, the Agreement allows for Amendments to the Agreement if such changes, amendments, modifications, revisions, or extensions are in writing and executed by a duly authorized representative of the County and FSSNF; and

**WHEREAS**, as the Agreement allows for, the County and FSSNF desire to, amend the Agreement to extend the Agreement for the first Renewed Term, increase the monthly rate from \$65.00 to \$70.00, and make minor process and language modifications.

**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 adopted as legislative findings of fact and are incorporated herein.

**Section 2.** The Board of County Commissioners hereby approves the First Amendment to the Contract Agreement between Family Support Services of North Florida, Inc. and St. Johns County Board of County Commissioners, in substantially the same form as attached hereto, and authorizes the County Administrator, or designee, to execute the First Amendment on behalf of the County.

**Section 3.** The Board of County Commissioners hereby designates the County Administrator as the duly authorized representative of the County to authorize and execute future renewals and amendments to the Agreement on behalf of the County.

**Section 4.** 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 6th day of June 2023.

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

Rendition Date JUN 06 2023

  
\_\_\_\_\_  
Christian Whitehurst, Chair

**ATTEST:** Brandon J. Patty  
Clerk of the Circuit Court and Comptroller

By: Crystal Smith  
Deputy Clerk



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

**THIS FIRST AMENDMENT TO THE CONTRACT AGREEMENT** (“Amendment”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023 by and between St. Johns County, Florida (“County”), a political subdivision of the state of Florida, and Family Support Services of North Florida, Inc. (FSSNF), a Florida not-for-profit corporation. County and FSSNF are sometimes referred herein each as “Party” or collectively as “Parties.”

**WHEREAS**, on July 1, 2022, County and FSSNF entered into a Contract Agreement for FSSNF to provide Client Trust Fund services to eligible St. Johns County clients (“Agreement”) (Resolution 2022-200); and

**WHEREAS**, the Agreement established the initial term of the Agreement from July 1, 2022 through June 30, 2023 and allowed for extension of the Agreement for three (3) Renewed Terms of twelve months each; and

**WHEREAS**, the Agreement established the process by which FSSNF would manage the Client Trust Fund accounts and that the County would pay FSSNF at a rate of \$65.00 per month for each eligible Client Trust Fund managed by FSSNF for the County; and

**WHEREAS**, the Agreement provided for Amendments to the Agreement if such changes, amendments, modifications, revisions, or extensions are in writing and executed by a duly authorized representative of the County and FSSNF; and

**WHEREAS**, as the Agreement allows for, the County and FSSNF desire to, amend the Agreement to extend the Agreement for the first Renewed Term, increase the monthly rate from \$65.00 to \$70.00, and make minor process and language modifications.

**NOW THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The Recitals as set forth above are agreed to be true and correct and incorporated herein by reference.

2. Extension. The first Renewed Term shall commence on July 1, 2023 (“Effective Date”), and shall continue through and until 11:59 p.m., Eastern Standard Time, on June 30, 2024 (“Expiation Date”).

3. Amendment. Commencing on the Effective Date of the first Renewed Term, the language of the Agreement is amended and modified by inserting the underlined language and deleting the strike through language as follows:

**ARTICLE 1 – DEFINITIONS**

6. ABLE Account. An Achieving a Better Life Experience (ABLE) Account, also

known as 529 ABLÉ or 529A, is a state-run savings program for eligible clients with disabilities. Rules governing ABLÉ accounts are codified in the Internal Revenue Service (IRS) section 529A, which was enacted by the ABLÉ Act in 2014. With limitations, funds in an ABLÉ account are exempt from the Supplemental Security Income (SSI) and Medicaid asset limit, and earnings are exempt from federal income tax.

## **ARTICLE 2 – SCOPE OF SERVICES**

**1.1 FSS Obligations – ABLÉ Account.** FSS shall perform the following ABLÉ Account duties:

a. Ensure clients meet the eligibility criteria for ABLÉ:

i. Must be a Florida resident

ii. Must have a qualifying disability with an onset prior to age 26

b. On a monthly basis, FSS shall report ABLÉ account balance on the Monthly Balance Spreadsheet.

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

a. Transfer the management of all Eligible Client Master Trust Fund accounts and responsibilities to FSSNF.

b. Pay FSSNF for each Eligible Client Master 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, shall be used to document withdrawals from clients' accounts:

1. 14 AND YOUNGER – WITHDRAW CLIENT TRUST REQUEST

2. 14 AND YOUNGER – WITHDRAW STIMULUS REQUEST

3. 15 AND OLDER – WITHDRAW CLIENT TRUST REQUEST

4. 15 AND OLDER – WITHDRAW STIMULUS REQUEST

ii. Ensure 100% of clients with a Client Master Trust account receive their monthly allowance by the last day of the month.

iii. Inform the FSSNF Revenue Maximization Department Client Master 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 Master 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 Master Trust documents or correspondence. The preferred form of electronic signature shall be DocuSign.
    - 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."~~ DocuSign.
    - 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 indicating the agency has ten (10) business days from the date of the check to return the receipts and unused funds.
- vii. Original receipts for purchases of equipment must contain the manufacturer's serial number for accountability. Equipment purchases include such items as TV's, DVD players, smart phone, PC's, gaming system, 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 Master Trust funds are moved with the child. An updated copy of the child's Personal Inventory" shall be uploaded into the FSFN file cabinet to document all belongs were transferred with the client.

d. Complete Number 2 and Number 5 of the ABLÉ Account application, provided by FSS, and return completed application to FSS within ten (10) working days of the date of request.

e. Notify the parent, provided the rights have not been terminated, of an ABLÉ Account.

### **ARTICLE 3 - COMPENSATION**

1. **Amount.** SJC agrees to pay for the services at a rate of ~~\$65.00~~ \$70.00 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.

4. Effectiveness; Ratification of the Agreement. Except as expressly provided in this Amendment, all terms, conditions, and provisions of the Agreement remain unchanged and shall remain in full force and effect.

5. Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the Parties hereto, their respective legal representatives, successors in title and assigns.

**IN WITNESS WHEREOF**, the Parties here to have executed this Amendment effective as of the Effective Date set forth above.

**FAMILY SUPPORT SERVICES OF NORTH FLORIDA, INC.**

**ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Hunter S. Conrad  
County Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_