13	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

11/17/2026

BCC MEETING DATE

TO: **Joy Andrews, County Administrator** **DATE:** **September 22, 2026**

FROM: **Shawna Novak, Director, Health** **PHONE:** **904 209-6089**

SUBJECT OR TITLE: **Agreement between St. Johns County and University of Florida Board of Trustees for payment of initial costs of forensic examinations of children in cases of suspected physical abuse, abandonment or neglect**

AGENDA TYPE: **Consent Agenda, Contract, Resolution**

BACKGROUND INFORMATION:

Pursuant to Florida Statute 39.304(5), the County is responsible for the initial costs of the provider's (UF Child Protection Team as designated by the Florida Department of Health in F.S. Chapter 39 Part II) examination of an allegedly abused, abandoned or neglected child who is the resident of St. Johns County. This agenda item is an agreement that codifies the costs of the exams for fiscal year 2026-2027 in the amount of $450 per patient. The county has already planned for and budgeted for this service as part of the County's fiscal year 2027 budget.

1. IS FUNDING REQUIRED? Yes **2. IF YES, INDICATE IF BUDGETED.** Yes

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE: Funding is appropriated for the FY 2027 Budget in the General Fund 0001 - Social Services Cost Center 0067 -Contractual Services Account 53120

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2026-_____, approving the Agreement between St. Johns County and the University of Florida Board of Trustees, on behalf of the University of Florida Child Protection Team; authorizing the County Administrator, or designee, to execute the Agreement; and authorizing the County Administrator to execute subsequent amendments under certain conditions.

For Administration Use Only:
Legal: Kealey West 10/18/2026 **OMB: CB 10/19/2026** **Admin: Brad Bradley 10/19/2026**

RESOLUTION NO. 2026-_

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 THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, ON BEHALF OF THE UNIVERSITY OF FLORIDA CHILD PROTECTION TEAM; AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY; AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE SUBSEQUENT AMENDMENTS TO THE AGREEMENT WITHIN SPECIFIED LIMITS; PROVIDING FOR CORRECTIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Health has designated the University of Florida Child Protection Team as the Child Protection Team ("CPT") serving St. Johns County under Chapter 39, Part III, Florida Statutes; and

WHEREAS, under section 39.303, Florida Statutes, the University of Florida Child Protection Team, as the designated CPT, provides medical evaluations and other support services in cases of suspected child abuse, abandonment, or neglect; and

WHEREAS, under section 39.304(5), Florida Statutes, the County must bear the initial costs of examinations of allegedly abused, abandoned, or neglected children residing in St. Johns County; and

WHEREAS, entering into the Agreement will facilitate the provisions of these services to children residing in St. Johns County and serves a public purpose.

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 approves the Agreement between the County and University of Florida Board of Trustees, on behalf of the University of Florida Child Protection Team attached hereto as Exhibit A.

Section 3. The County Administrator, or designee, is authorized to execute the Agreement in substantially the same form as attached hereto on behalf of the County.

Section 4. The County Administrator is authorized to execute amendments to the Agreement that do not increase the County's maximum payment obligation, materially change the scope of services, or extend the Agreement's term. All other amendments require approval by the Board of County Commissioners.

Section 5. The Office of County Attorney is authorized, in coordination with the Clerk, to correct clerical, typographical, numbering, and formatting errors in this Resolution without further Board approval, provided corrections do not alter the substance, intent, or legal effect of the Board's action. Any correction shall be documented and maintained with the official Resolution.

Section 6. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 3rd day of November 2026.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By:_____
Chair

ATTEST: Brandon J. Patty, Clerk

By:

_____
Clerk of the Circuit Court & Comptroller

AGREEMENT FOR PAYMENT OF INITIAL COSTS OF FORENSIC EXAMINATIONS

This Agreement for Payment of Initial Costs of Forensic Examinations ("Agreement") is made and entered as of the last date of signature ("Effective Date"), between **St. Johns County**, a political subdivision of the State of Florida (the "COUNTY"), and the **University of Florida Board of Trustees** (the "PROVIDER").

Recitals

WHEREAS, the PROVIDER has been designated by the Florida Department of Health as the Child Protection Team ("CPT") for the area of the State that includes St. Johns County for purposes of Chapter 39, Part II, Florida Statutes; and

WHEREAS, under Chapter 39, Part II, Florida Statutes, the PROVIDER, as the designated CPT, is responsible for providing specified investigation services for cases of suspected child abuse, abandonment, or neglect; and

WHEREAS, under Section 39.304(5), Florida Statutes, the COUNTY must bear the initial costs (the "Initial Costs") of the PROVIDER'S examination of an allegedly abused, abandoned, or neglected child who is a resident of St. Johns County ("Qualified Examination"); and

WHEREAS, the parties intend hereby to provide for the terms and conditions under which the COUNTY shall pay the Initial Costs.

WITNESSETH

IN CONSIDERATION OF the foregoing Recitals, the mutual covenants, promises and obligations provided herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. The Recitals set forth herein above form an integral part of this Agreement. When construing this Agreement, all resort shall be had to the Recitals to the extent necessary to give the fullest effect to the manifest intent of the parties set forth in this Agreement.

2. On a monthly basis, the PROVIDER shall submit to the COUNTY a statement of the Initial Costs for all Qualified Examinations completed by the PROVIDER during the immediately preceding calendar month. Each statement shall include or be accompanied by following:

(a) for each Qualified Examination identified thereon, a unique control number assigned by the PROVIDER and the date the same was conducted;

(b) the payment remittance address and any additional information or instructions necessary for submitting payment;

(c) information sufficient to establish that each Qualified Examination is eligible for payment by the COUNTY pursuant to Section 39.304(5), Florida Statutes, including that the child was a resident of St. Johns County at the time of the Qualified Examination, together with such other information reasonably required by the COUNTY in order that it may perform its preaudit function under the law; and

(d) a certification attesting to the authentic performance of each Qualified Examination signed by a representative of the PROVIDER'S Department of Pediatrics.

At the request of the COUNTY, additional information reasonably necessary to verify eligibility for payment or perform the COUNTY' S preaudit function, including, if necessary, identifying a parent or legal guardian, shall be provided through a secure means and in acceptable electronic format. . A statement shall not be deemed complete without such information and certificate, and the COUNTY cannot pay until it receives a complete statement. The Initial Costs for each Qualified Examination set forth in the statement are hereby fixed at the sum of $450.00 per patient, which amount constitutes the COUNTY'S entire payment obligation to PROVIDER for that Qualified Examination pursuant to Section 39.304(5), Florida Statutes. Under no circumstances shall the PROVIDER include in any statement any costs related to an initial forensic examination as contemplated in Section 960.28, Florida Statutes.

3. The payment by the COUNTY of the Initial Costs set forth in a statement submitted under paragraph 2 shall be deemed full and complete satisfaction of the COUNTY'S obligation to the PROVIDER for each examination completed by the PROVIDER within the meaning of Section 39.304(5), Florida Statutes. The COUNTY shall make all payments in accordance with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, Florida Statutes.

4. The term of this Agreement shall commence as of the Effective Date, and shall continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein, through but not beyond September 30, 2027, unless sooner terminated by either party as provided herein. Either party shall have the right to terminate this Agreement without cause by giving of not less than thirty days prior written notice to the other party. Notwithstanding the foregoing, or any other provision of this Agreement to the contrary, the COUNTY may terminate this Agreement at immediately upon written notice to the PROVIDER in the event of loss of funding for any reason, or in the event the COUNTY'S obligation to pay the Initial Costs is eliminated by a duly enacted and effective act of the Legislature or by the interpretation of the law by a court of competent jurisdiction, by giving PROVIDER twenty-four hours oral notice with written confirmation following. In the event this Agreement is terminated as provided herein, the PROVIDER shall be paid for any unpaid billings for all Qualified Examinations performed up to the date termination becomes effective.

5. Should either party default in its obligations under this Agreement, the non-defaulting party shall provide written notice to the defaulting party thereof. The defaulting party shall be given ten business days from receipt of the notice of default (or any such other amount of time agreed to by the parties, in writing) to remedy the default. If the default is not remedied within such time frame, the non-defaulting party may terminate this Agreement, as provided in paragraph 4 hereof. Notwithstanding the foregoing, or any other provision of this Agreement to the contrary, in the event of a default, the non-defaulting party shall be entitled to all available remedies at law or in equity.

6. The COUNTY'S obligations under this Agreement are contingent upon availability of lawfully appropriated funds for the payment of the Initial Costs under this Agreement.

7. In conducting Qualified Examinations, the PROVIDER shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or associate of the COUNTY.

8. The rights, obligations and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired.

9. Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentem" shall not be applied to the interpretation of this Agreement.

10. All notices under this Agreement shall be delivered by certified mail, return receipt requested, by other delivery with receipt, or by electronic mail to the designated representatives identified below, provided that the sender retains confirmation of transmission.

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

As to the PROVIDER:

Randell Alexander, M.D.
Chief, Division of Child Protection and Forensic Pediatrics
College of Medicine-Jacksonville, University of Florida
653-1 West 8th Street, LRC
Jacksonville, FL 32209

With copies to:
Tina Bottini, Senior Assistant Dean
580 West 8th Street, Tower 2, 9th Floor
Jacksonville, FL 32209

11. This Agreement constitutes the entire agreement between the parties hereto for the Qualified Examinations to be performed by the PROVIDER hereunder. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party, or any representative of either party, which is not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

12. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assignees of the parties, any rights, remedies, obligations, or liabilities whatsoever.

13. The parties agree that this Agreement does not involve the use of any federal or state grant dollars. In accordance with Section 200 of Office of Management and Budget ("OMB") Uniform Guidance (2 CFR 200) and Rule 69I-5.006, Florida Administrative Code, PROVIDER has been determined to be a vendor and is not subject to OMB Uniform Guidance or Section 215.97, Florida Statutes.

14. The PROVIDER shall maintain all records and documents applicable to the Qualified Examination and payments made under this Agreement for a minimum of five years from the date that final payment under this Agreement is received from the COUNTY, and shall be available for audit by the COUNTY, upon reasonable request and notice, and public disclosure upon request of duly authorized persons. Each party shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to such records and documents. Nothing in this Agreement shall be construed to require either party to disclose any record or information that is confidential or exempt from disclosure under Chapter 39 or Chapter 119, Florida Statutes, or other applicable law.

Each party shall be responsible for maintaining the confidentiality and security of confidential or exempt information in its custody and for responding to public records request directed to records in its custody in accordance with applicable law.

15. PROVIDER's performance and obligation under this Agreement are contingent upon an annual appropriation by the Florida Legislature. PROVIDER shall promptly notify the COUNTY in writing if the absence or reduction of an appropriation affects PROVIDER'S ability to perform its obligations under this Agreement.

16. To the extent applicable to this Agreement, PROVIDER shall comply with Section 448.095, Florida Statutes, "Employment Eligibility," including applicable requirements regarding registration with and use of the E-Verify System and requirements applicable to subcontractors. PROVIDER shall not enter into a subcontract for services under this Agreement with a subcontractor that is not in compliance with Section 448.095, Florida Statutes. Failure to comply with requirements of Section 448.095, Florida Statutes, shall constitute grounds for termination as provided by law.

17. Human Trafficking Attestation. To the extent applicable under Section 787.06(14), Florida Statutes, the undersigned, on behalf of PROVIDER, hereby attests under penalty of perjury that:

1. PROVIDER does not use coercion for labor or services, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

2. PROVIDER shall remain in compliance with Section 787.06(14), Florida Statutes, throughout the term of the Agreement and any renewals or extensions thereof.

3. If PROVIDER becomes unable to make the attestation required by Section 787.06(14), Florida Statutes, PROVIDER shall immediately notify the County, and no Agreement may be executed, renewed, or extended between the parties except as permitted by law.

4. PROVIDER acknowledges that the County is relying upon this Attestation in entering into and maintaining any agreement with PROVIDER.

By executing this Agreement, the undersigned declares, under penalties of perjury, that the undersigned has read the foregoing Human Trafficking Attestation and that the facts stated herein are true.

18. DEI Compliance Certification. To the extent Section 287.139, Florida Statutes, is applicable to this Agreement, the undersigned, on behalf of PROVIDER, hereby certifies that PROVIDER is in compliance with Section 287.139, Florida Statutes. PROVIDER further certifies that it does not

and will not use County funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion, as defined in Section 125.595(1), Florida Statutes. PROVIDER shall remain in compliance with Section 287.139, Florida Statutes, throughout the term of the Agreement and any renewals or extensions thereof. PROVIDER acknowledges that the County is relying upon this certification in entering into the Agreement. Any violation of Section 287.139, Florida Statutes, or the certification set forth herein shall constitute a material breach of the Agreement and may result in termination of the Agreement as provided by law and the terms of the Agreement.

19. The parties to this Agreement agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

20. Nothing in this Agreement shall be construed or interpreted as a waiver of either party's sovereign immunity or any of the limitations on liability provided in Section 768.28, Florida Statutes, or other applicable law.

The Parties acknowledge and agree that the payee designated below (the "Payee") is the proper payee for this Agreement. All payments for expenses and/or services performed under this Agreement will be made to the Payee via EFT.

Invoices should be emailed to St. Johns County Health and Human Services, Social Services Manager, Tracy Dillon at tdillon@sjcfl.us with a copy to the HHS Director, Shawna Novak at snovak@sjcfl.us.

Upon making an electronic payment (EFT), in addition to other necessary routing information, County shall provide to Payee's banking institution as "Other Instructions" or payment "Details" for each payment the following: (1)AGR00039016; (Randell Alexander, MD); (3) Sponsor's name; and (4) Contract ID number.

In addition to providing other instructions and payment details with each electronic payment, County shall also deliver to Provider a written payment remittance corresponding to each payment. For all EFT's, detailed payment backup documentation must be sent to cgrevenue@admin.ufl.edu and Jennifer.Koerner@jax.ufl.edu no later than the date of the EFT transer.

Payee Name: University of Florida Board of Trustees
Payment Address:
Attn: Contracts Grants
PO Box 24736
New York, NY 10087-4736
Email: cgmgmt@research.ufl.edu
Phone: 352-392-1235

Payments shall be made by EFT
Electronic payment and routing information to be provided under a separate cover

Attention: Tiffany Schmidt
Payee Tax Identification Number: 59-6002052

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

COUNTY:	**PROVIDER:**
St. Johns County, a political subdivision of the State of Florida	**University of Florida Board of Trustees**
By:	By:
_____	_____
Joy Andrews, County Administrator on behalf of the Board of County Commissioners	Tina Bottini, Senior Assistant Dean University of Florida
Date: _____	Date: _____