

RESOLUTION NO. 2014- 272

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A CONTRACT FOR THE PROVISION OF FINANCIAL ASSISTANCE TO THE ST. JOHNS COUNTY COUNCIL ON AGING, INC., AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE CONTRACT ON BEHALF OF THE COUNTY**

**WHEREAS**, St. Johns County, Florida (County) currently has a Contract with the St. Johns County Council on Aging, Inc. (COA), in order to provide financial assistance to the COA at The Players Community Senior Center; and

**WHEREAS**, with respect to The Players Community Senior Center, the COA has complied with terms, provisions, conditions, and requirements of the current Contract for Financial Assistance with the County; and

**WHEREAS**, the County Commission has approved funding for the operation of the Players Community Senior Center Program within the Fiscal Year 2015 budget; and

**WHEREAS**, with respect to The Players Community Senior Center, the COA has requested that the Board of County Commissioners of St. Johns County enter into a new Contract for Financial Assistance with the County; and

**WHEREAS**, the Contract for Financial Assistance (Contract) (attached and incorporated as Exhibit A) between the COA and the County establishes the rights, duties and responsibilities of both the COA and the County with respect to the providing financial assistance to the COA at The Players Community Senior Center; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions, and requirements of the Contract; and

**WHEREAS**, the County has determined that accepting the terms of the Renewal Contract, and entering into said Renewal Contract 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 a Contract between St. Johns County Council on Aging, Inc., and St. Johns County, Florida, associated with the provision of financial assistance

to the St. Johns County Council on Aging, Inc. at The Players Community Senior Center, and authorizing the County Administrator, or designee, to execute the Contract on behalf of the County.

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

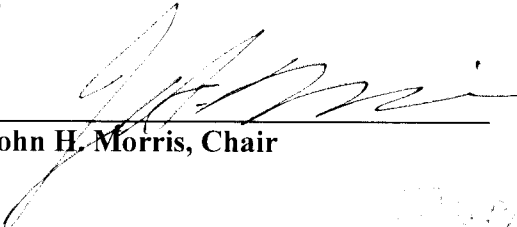
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 7<sup>th</sup> day of October, 2014.

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

**Attest:**

  
\_\_\_\_\_  
Deputy Clerk

**By:**

  
\_\_\_\_\_  
John H. Morris, Chair

RENDITION DATE 10/10/14

CFSA # \_\_\_\_\_  
CFDA # \_\_\_\_\_  
Contract No. THE PLAYERS  
Community Senior Center

STANDARD NONPROFIT CONTRACT/Unit of Service Funding Source: General Fund

**CONTRACT BETWEEN  
THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
And  
St. Johns County Council on Aging, Inc.**

**THIS CONTRACT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between St. Johns County, hereinafter referred to as "**COUNTY**" and St. Johns County Council on Aging, Inc. a Nonprofit Corporation existing under the laws of the State of Florida and, hereinafter referred to as "**PROVIDER**".

**WHEREAS, PROVIDER** is organized as a private 501(c) (3) nonprofit corporation to provide leadership, advocacy and administrative organization on behalf of all older persons in St. Johns County and to provide programs and services which foster independence and high quality of life, public health and recreation, assistance and comfort the sick and disabled, and life-long learning and effective self-management; and

**WHEREAS,** such programs and services serve to enable all local citizens to remain active and contributing members of the community and to live with health and dignity; and

**WHEREAS, COUNTY** believes it to be in the public interest to offer such programs and services to local citizens facilitated by the **PROVIDER** in accordance with **PROVIDER'S** proposed intent as stated in the attachments and/or exhibits attached hereto and incorporated herein, and in accordance with the terms and conditions specified in this Contract.

**NOW THEREFORE,** in consideration of the mutual covenants, promises, and representations contained herein **COUNTY** and the **PROVIDER** agree as follows:

**ARTICLE I            SCOPE OF SERVICES**

**PROVIDER** shall complete all work associated with providing the following public services and activities to older adults in the Northeast and Northwest quadrants of St. Johns County, Florida at The Players Community Senior Center:

- a) congregate lunches,
- b) education programs,
- c) health support activities,
- d) wellness programming,

- e) recreation activities,
- f) transportation to the activities and programs listed in this article.

**ARTICLE II      TERM OF CONTRACT**

This Contract shall begin **October 1, 2014** ("Effective Date") and end **September 30, 2015** ("**Expiration Date**") unless otherwise terminated as provided herein.

**ARTICLE III      COMPENSATION AND REPORTS**

**A.      Compensation**

The **COUNTY** will pay to the **PROVIDER** and the **PROVIDER** agrees to accept as full compensation for the work described herein a total amount not to exceed **seventy five thousand dollars (\$75,000)**. Payments by the county will be made monthly on a reimbursement basis and authorized only for services provided during the Term of this contract. Such payments will be made in accordance with the following fixed service unit rate schedule:

<b>Program</b>	<b>Service Unit Description</b>	<b>Service Units Purchased By County</b>	<b>Rate Per Service Unit</b>	<b>Total</b>
The Players Community Senior Center	One (1) Month	Twelve (12) Months	\$6,250.00	\$75,000.00

**B.      Deferred Payment/Return of Funds**

The **COUNTY** may defer payment to the **PROVIDER** for **PROVIDER'S** failure to comply with the terms contained herein or for **PROVIDER'S** failure to provide the services and activities in accordance with the Scope of Services and requirements provided herein.

**PROVIDER** will document to the **COUNTY** units of service completed in accordance with the

Scope of Services and requirements contained herein. The **COUNTY** may request additional documentation and/or information to ensure that each unit of service is provided in accordance with the Scope of Services and requirements described in this Contract. Under such circumstances, the timeframe for payment by the **COUNTY** will be deferred for the time necessary to secure and verify the documentation and/or information.

**C. Unauthorized Services/Overpayments**

- (1) Only those units of service provided in accordance with the Scope of Services and requirements contained herein are authorized and payable under the terms of this provision. Any unauthorized service or activity performed by the **PROVIDER** shall not be payable under the terms of this contract.
  
- (2) **PROVIDER** agrees that any overpayment by the **COUNTY**, including but not limited to payments for unauthorized services and/or activities, shall be promptly remitted back to the **COUNTY** within (30) days. The **COUNTY** may defer further payments until the full amount of overpayment is remitted or until a repayment agreement is accepted by the **COUNTY**. It is explicitly noted that this provision, to the extent necessary, shall survive and be enforceable beyond any expiration, suspension, termination, cancellation, an/or revocation of this Contract.

If, as a result of monitoring or audit, units or service provided are not documented a payment may be deferred. If units are found to be unallowable, no future payments will be made until the full amount of overpayment is remitted to S. Johns County or a repayment agreement is accepted by St. Johns County. If the monitoring or audit occurs after the term of this contract, the **PROVIDER** will be required to remit funds to the **COUNTY** in accordance with the repayment conditions below.

The **PROVIDER** agrees to return to the **COUNTY** any overpayments due to funds disallowed pursuant to the terms of this Contract. Such funds shall be considered **COUNTY** funds and must be refunded to the **COUNTY** within (30) days of receiving notice from the **COUNTY** in writing regarding the overpayment. Should repayment not be made in a timely manner, the **COUNTY** will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The **PROVIDER** will be required to reimburse the **COUNTY** for any acts of non-compliance resulting in disallowed costs or fines. Payment is subject to the provisions of Article III B Deferred Payment/ Return of Funds Article VIII, Suspension/Termination. Funding is contingent upon the availability of funds.

The **COUNTY** has agreed to purchase the service(s) listed in Article I. This contract is for the payment of a fixed number of units of service at the fixed unit rate.

**C. Contract Deliverables**

- Required Reports (check if included in contract)**
  
- EXHIBIT 1- Payment Request for Unit rate contract- Due: Monthly by the 20<sup>th</sup> of the following month. Must be based upon approved unit rates and actual**

uncompensated units provided during the reporting period. Payment will be made upon receipt and approval by the **COUNTY** of a completed Payment Request.

- EXHIBIT 1 - Payment Request for Line item contract- Due: Monthly by the 20th of the following month.** All payments will be reimbursement for expenses already paid for services rendered during the contract period. Required documentation will include vendor invoice, payroll journal, or other original documentation, as well as a copy of the **PROVIDER'S** check.
- EXHIBIT 1A - Allocation by Service Activity – SHP only.**
- EXHIBIT 2 – Program/Demographics**
- EXHIBIT 3 – Performance Outcomes Report**
- EXHIBIT 4 - Unit Rate Analysis Report**
- EXHIBIT 5- Annual Progress Report or Closeout Report**
- EXHIBIT 6 - Certificate of Insurance**

**Required Documents**

- Audited Financial Statement and Management Letter for fiscal year(s) in which contract funds are expended
- Monitoring Reports – A copy of monitoring reports from other funding agencies to the **PROVIDER** will be due to the **COUNTY** no later than **30 days** after receipt by the **PROVIDER**. Copies of monitoring reports must include the **PROVIDER'S** response to the funding agency.

**D. Contract Closeout**

- Partnering for Results: Unit Rate Analysis Report
- Partnering for Results: Final Payment Request - **Due: 10 days following end of contract.**
- ف Home – Closeout package for each property – **Due: 120 days after closing.**
- ف Supportive Housing Program and Shelter Plus Care – Final Payment Request and Annual Progress Report – **Due: 45 days from last day of contract term.**
- ف CDBG – Final Payment Request and Demographics Reports
- ف Challenge Grants – A Final Closeout Payment Request – **Due: No later than 10 days after the end of the contract term or project completion date.**
- State Mandated: Final Payment Request – **Due: 4 days following end of contract.**

**ARTICLE IV      AUDITS, MONITORING, AND RECORDS**

**A. Monitoring**

The **PROVIDER** agrees to permit persons duly authorized by the **COUNTY** and the Federal or State grantor agency (if applicable) or any representatives to inspect all records, papers, documents, facility's goods and services of the **PROVIDER** and/or interview any clients and employees of the **PROVIDER** to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the law after giving the **PROVIDER** reasonable notice. The monitoring is a limited scope review of the contract and agency management and does not relieve the **PROVIDER** of its obligation to manage the grant in accordance with applicable rules and sound management practices.

Following such monitoring the **COUNTY** will deliver to the **PROVIDER** a written report regarding the manner in which services are being provided. The **PROVIDER** will rectify all noted deficiencies within the specified period of time indicated in the monitoring report or provide the **COUNTY** with a reasonable and acceptable justification for not correcting the noted shortcomings. The **PROVIDER'S** failure to correct or justify the deficiencies within the time specified by the **COUNTY** may result in the withholding of payments, being deemed in breach or default, or termination of this Contract.

**PROVIDER** must supply **COUNTY** with copies of all monitoring reports of programs that are funded by the **COUNTY** including agency response, within thirty (30) days of receipt.

**B. Audits and Inspections**

The **PROVIDER** will make all records referenced in Article IV. C., and all items included on financial statements available for audit or inspection purposes at any time during normal business hours and as often as **COUNTY** deems necessary.

The Clerk of Courts Internal Audit Division, the Federal or State grantor agency (if applicable), St. Johns County employees, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of **PROVIDER** or Certified Public Accountant (CPA) that are pertinent to the contract, in order to make audits, examinations, excerpts, transcripts and copies of such documents. If contract non-compliance or material weaknesses in the organization are noted, the **COUNTY** or other authorized representatives have the right to unlimited access to records during an audit or inspection. This includes timely and reasonable access to a **PROVIDER'S** personnel for the purpose of interview and discussion related to such documents.

**C. Records**

The **PROVIDER** shall retain all financial, client demographics, and programmatic records, supporting documentation, statistical records, and other records which are necessary to document service provision, expenditures, income and assets of the **PROVIDER** by funding source, program, and functional expenses category during the term of this contract and five (5) years from the date of contract expiration. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the 5-year period, the records shall be retained for one (1) year after the final resolution of the action and final resolution of all issues that arise from such action.

**D. Independent Audit**

For contracts where the total compensation, disbursement, grant, or reimbursable expense (or any combination thereof) exceeds three hundred thousand dollars (\$300,000.00), then an original, bound audit of the **PROVIDER'S** financial statements must be submitted to the **COUNTY**, in the form, format, and timeframe noted below, or elsewhere in this contract.

For contracts where the total compensation, disbursement, grant, or reimbursable expense (or any combination thereof) **does not exceed** three hundred thousand dollars (\$300,000.00), then an original, bound audit is not required, **unless the COUNTY** determines that an independent audit is warranted (base on among other things, the use of such funds), and provides the **PROVIDER** with a written explanation detailing the reason and/or rationale supporting the **COUNTY'S** determination that such an independent audit is warranted. Under those circumstances, the **COUNTY'S** written explanation will set forth the form, format, and timeframe for the independent audit.

An original, bound audit of the **PROVIDER'S** financial statements in accordance with Generally Accepted Accounting Principals (GAAP), and/or current Generally Accepted Government Auditing Standards (GAGAS) as applicable, including the auditor's opinion, requisite reports on internal control and compliance if required, management letter addressing internal controls, and management's response to such letter, must be submitted to the **COUNTY** no later than one hundred eighty (180) days following the end of

**PROVIDER'S** fiscal year(s) along with any corrective action plan if applicable. Failure to submit the report within the required time frame will result in the withholding of payment requested, or termination of the contract by the **COUNTY**.

The audit must be conducted by an independent, licensed certified public accountant and must be in accordance with the General Accounting Office (GAO) Yellow Book, generally accepted Government Auditing Standards, OMB Circular A-133 "**Audits of States, Local Governments and Non-Profit Organizations**" if applicable, the Florida Single Audit Act (F.S. 215.97) if applicable, and the Auditor General Rule 10.550 (Government) or 10.650 (Not For Profit) as applicable. The audit must specifically identify the programs that are funded by this St. Johns County contract either in the statement of functional expenses, revenues and expenditures, footnotes, schedule of Federal awards and State financial assistance or as supplemental data in the financial statements. The statement should be consistent with programs detailed in the corresponding proposal(s), exhibit(s), and attachment(s).

**ARTICLE V      AMENDMENTS**

**PROVIDER** must request a contract amendment in writing detailing the nature of and justification for the requested amendment. The **COUNTY** reserves the right to approve or deny all contract amendments. An approved amendment shall be documented on the contract amendment form and signed by both parties.

**ARTICLE VI      CONTRACTOR STATUS**

**A.      Independent Contractor**

It is the Parties' intention that the **PROVIDER** will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Florida revenue and taxation law, Florida Worker's Compensation law and Florida Unemployment Insurance Law. The **PROVIDER** will retain sole and absolute discretion in the judgment of the manner and means of carrying out the **PROVIDER'S** activities and responsibilities hereunder. The **PROVIDER** agrees that it is a separate and independent enterprise from the public employer, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the **PROVIDER** and **COUNTY**, and **COUNTY** will not be liable for any obligation incurred by the **PROVIDER**, including, but not limited to, unpaid minimum wages and/or overtime premiums.

**B.      Subcontracts**

Primary roles and responsibilities of **PROVIDER** cannot be subcontracted. It is mutually agreed that any County-funded program component that is subcontracted by **PROVIDER** must have a written contract upon execution of this contract. The **PROVIDER** must ensure each subcontractor conforms to the terms and conditions of this contract and must be subject to indemnification as stated in Article VII.

**ARTICLE VII      RISK MANAGEMENT**

**A.      Indemnification**

The **PROVIDER** will defend, hold harmless, and indemnify the **COUNTY** from and against any and all liability, loss, claims, damages, wages or overtime compensation due its employees, costs, attorneys' fees, and expenses of whatever kind or nature which the **COUNTY** may sustain, incur, or be required to pay either by reason of the loss or improper use of any monies disbursed or to be disbursed hereunder including but not limited to fraud, embezzlement, or dishonesty on the part of any person represented or employed by the **PROVIDER**, or by reason of the intentional or negligent act of the **PROVIDER** or its agents, representatives and/or employees.

The **PROVIDER** further agrees that it will, at its own expense, defend any and all claims, actions, suits, or proceedings that may be brought against the **COUNTY** in connection with the above and satisfy, pay, and discharge any and all judgments or other resolution of claims that may be entered against the **COUNTY** in any such action or proceedings.

The **PROVIDER** further agrees that it is responsible for any and all claims arising from the hiring of individuals relating to activities provided under the Contract. All individuals hired are employees of the **PROVIDER** and not of the **COUNTY**.

**B.      Insurance**

The **PROVIDER** agrees to secure and maintain the insurance coverage outlined below during the term of this Contract. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The **PROVIDER** shall furnish Certificates of Insurance to the **COUNTY** prior to the commencement of operations. The **PROVIDER** agrees that this insurance requirement shall not relieve or limit **PROVIDER'S** liability and that the **COUNTY** does not in any way represent that the insurance required is sufficient or adequate to protect the **PROVIDER'S** interests or liabilities, but are merely minimums. It is the responsibility of the **PROVIDER** to insure that all subcontractors comply with the insurance requirements.

Insurance  *naming St. Johns County Board of County Commissioners as Certificate Holder* must be provided for the following:

1. **Workers' Compensation**– The **PROVIDER** shall maintain during the life of this Contract, adequate Workman's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.
2. **Professional Liability** – The **PROVIDER** shall maintain during the term of this Contract, standard Professional Liability Insurance in the amount of \$1,000,000 per occurrence
3. **Comprehensive General Liability** - The **PROVIDER** shall maintain during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence to protect the PROVIDER from claims for damages for bodily injury, including wrongful death, as well as from claims or property damages which may rise 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 General Liability Policy Certificate shall name "**St. Johns County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials**" as "**Additional Insured**". The **PROVIDER** agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.

4. **Business Auto Liability** – The following Automobile Liability will be required and coverage shall apply to all owned, hired, and non-owned vehicles used with minimum limits of:  
\$100,000 bodily injury per person (BI)  
\$300,000 bodily injury per occurrence (BI)  
\$100,000 property damage (PD) or  
\$300,000 combined single limit (CSL) of BI and PD
5. **Directors & Officers Liability** – Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than \$100,000.
6. **Fidelity Bonding** – Covering all employees who handle the agency's funds. The bond amount must be equivalent to the highest daily cash balance or a minimum amount of \$50,000.

**C. Notice of cancellation or modification**

St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the **St. Johns County** Risk Manager, P. O. Box 349, St. Augustine, FL 32085-0349.

**ARTICLE VIII      **SUSPENSION/TERMINATION****

**A. Suspension**

The **COUNTY** reserves the right to suspend funding for failure to comply with the requirements of this contract.

In the event **PROVIDER** ceases operation for any reason or files for protection from creditors under bankruptcy law, any remaining unpaid portion of this Contract, less funds for expenditures already incurred, shall be retained by the **COUNTY** and the **COUNTY** shall have no further funding obligation to the **PROVIDER** with regard to those unpaid funds.

**B. Termination by COUNTY**

The **COUNTY** may at any time and for any reason cancel this Contract by giving twenty-four (24) hours written notice to the **PROVIDER** by Certified Mail following a determination by the Board of County Commissioners, at its sole discretion, that such cancellation is in the best interest of the people of the county. From the date of cancellation, neither party shall have any further obligation unless specified in the termination notice.

**C. Termination by PROVIDER**

The **PROVIDER** may at any time and for any reason cancel this Contract by giving seventy-two (72) hours prior written notice to the **COUNTY** by Certified Mail of such and specifying the effective date.

**COUNTY'S** obligation to make any payments under any provision of this Contract shall cease on the effective date of termination.

**ARTICLE IX      **ASSURANCE, CERTIFICATIONS, AND COMPLIANCE****

The **PROVIDER** agrees that compliance with these assurances and certifications constitutes a condition of continued receipt of or benefit from funds provided through this Contract, and that it is binding upon the **PROVIDER**, its successors, transferees, and assignees for the period during which services are provided.

The **PROVIDER** further assures that all contractors, subcontractors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines and standards. By acceptance of this funding, the **PROVIDER** assures and certifies the following:

- A. That they will comply with all applicable laws, ordinances, and regulations of the United States, the State of Florida, the **COUNTY**, and the municipalities as said laws, ordinances, and regulations exist and are amended from time to time. In entering into this contract, the **COUNTY** does not waive the requirements of any **COUNTY** or local ordinance or the requirements of obtaining any permits or licenses that are normally required to conduct business or activity contemplated by the **PROVIDER**.
- B. That they will comply with all Federal, State and local anti-discrimination laws that are applicable to the **PROVIDER**.
- C. That they will administer their programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those who most need them.
- D. That if clients are to be transported under this contract, the **PROVIDER** will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.
- E. That any products or materials purchased with contract funds shall be procured in accordance with the provisions of Chapter 403.7065, Florida Statutes, which refers to the procurement of products or materials with recycled content.
- F. That they will comply with Chapter 39.201, Florida Statutes, that any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, as defined in this chapter, shall report such knowledge or suspicion to the Central Abuse Hotline (1-800-342-3720).
- G. That they will comply with Chapter 415.1034, Florida Statutes, that any person who knows or has reasonable cause to suspect that a vulnerable and or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the National Center on Elder Abuse Hotline (1-800-962-2873).
- H. That if personnel in programs under this contract work directly with children or youths and vulnerable or disabled adults, the **PROVIDER** will comply with the provisions of Chapters 435.03 and 435.04, Florida Statutes, which requires employment screening.
- I. That they will comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the legislature, State or county agencies.
- J. That they will notify the **COUNTY** immediately of any funding source changes and/or additions from other sources that are different from that shown in the **PROVIDER'S** application. This notification must include a statement as to how this change in funding affects provision of service as well as the use of and continued need for **COUNTY** funds.
- K. That they will acknowledge support for activities funded wholly or in part by **COUNTY** funds.

- L. That they will notify the **COUNTY** of any SIGNIFICANT changes to the **PROVIDER** organization to include Articles of Incorporation and Bylaws within ten (10) working days of the effective date.

**ARTICLE X HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPPA)**

St. Johns County, pursuant to the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") is a "covered entity" as the law defines that term. Any "personal health information" ("PHI") as defined by the law that the **COUNTY** receives pursuant to this Agreement is subject to the disclosure and security requirements of HIPAA. Transfer of information to the **COUNTY** sufficiently "de-identified" to no longer be considered PHI is encouraged as being in the best interest of client PHI confidentiality to the extent that client services are unaffected. Particular methods to accomplish the highest levels of client service coupled with PHI confidentiality shall be an on-going task of the affected staffs of the **COUNTY** and **PROVIDER**.

**ARTICLE XI NOTICES**

Official notices concerning this Contract shall be directed to the following authorized representatives:

**PROVIDER:**

Name: Rebecca Yanni  
 Title: Executive Director  
 Agency: St. Johns County Council on Aging Inc.,  
 Address: 180 Marine Street  
St. Augustine, Fl 32084

**COUNTY:**

Name: Wil Smith  
 Title: Director  
St. Johns County Recreation & Parks  
 Address: 2175 Mizell Road  
St. Augustine, FL 32080

The signatures of the **two** persons shown below are designated and authorized to sign all applicable reports:

**Margurite Larkin**

**Patricia O'Connell**

\_\_\_\_\_  
 Name (Print)

OR

\_\_\_\_\_  
 Name (Print)

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Title: Finance Director

\_\_\_\_\_  
 Title: Director of Operations

In the event that either party designates different representatives after execution of this contract, notice of the name and address of the new representative will be rendered in writing by authorized officer of **PROVIDER** to the **COUNTY**. The notification shall be attached to originals of this Contract.

**ARTICLE XII SPECIAL PROVISIONS**

If needed, **PROVIDER** may be called upon to assist **COUNTY** during a natural disaster or emergency.

**ARTICLE XIII ALL TERMS AND CONDITIONS INCLUDED**

This contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such terms or provisions shall be stricken.

**ARTICLE XIV GOVERNING LAW; SEVERABILITY**

This contract shall be construed according to the laws of the State of Florida. Venue for any State administrative and/or legal action arising under this contract shall be in St. Johns County, Florida. Venue for any federal legal action arising under this contract shall be in the United States District Court, Middle District of Florida.

**ARTICLE XV SEVERABILITY**

If any word, phrase, sentence, part, section, subsection, or other portion of this contract, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this contract, and all applications thereof, not having been declared void, shall remain in full force, and effect.

**IN WITNESS THEREOF, PROVIDER** and **COUNTY** have caused this 13-page contract and all Contract Exhibits and Attachments as indicated on next page to be executed by their undersigned officials as duly authorized.

**PROVIDER:**  
**Rebecca Yanni**  
By: \_\_\_\_\_  
Name (print)  
  
\_\_\_\_\_  
(Signature of authorized officer)  
Executive Director  
  
\_\_\_\_\_  
Title:  
  
\_\_\_\_\_  
Date

**COUNTY: ST. JOHNS COUNTY**  
  
By: \_\_\_\_\_  
Name (print)  
  
\_\_\_\_\_  
(Signature of authorized officer)  
Chairman, Board of County Commissioners  
Title:  
  
\_\_\_\_\_  
Date

**STATE OF FLORIDA**

**ATTEST: CLERK OF CIRCUIT COURT**

**COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014

by \_\_\_\_\_, who is personally known to me or who has produced N/A as identification and who  did ( did not) take an oath.

By: \_\_\_\_\_

Title: \_\_\_\_\_

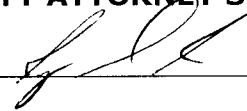
Date: \_\_\_\_\_

NOTARY:

By: \_\_\_\_\_  
Notary of Public (Signature)

\_\_\_\_\_  
Name (printed)

**APPROVED AS TO FORM:  
COUNTY ATTORNEY'S OFFICE**

By:  \_\_\_\_\_

Title: Sr. Assistant County Attorney

Date: 10/5/14