

RESOLUTION NO. 2005 - 201

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA ON BEHALF OF THE ST. JOHNS COUNTY MENTAL HEALTH DEPARTMENT ACCEPTING THE TERMS OF THE AGREEMENT BETWEEN AVANTI WELLNESS CENTER, INC. AND ST. JOHNS COUNTY, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

WHEREAS, the purpose of agreement is for the County provide a working agreement between St. Johns County Mental Health Department and Avanti Wellness Center, Inc. and,

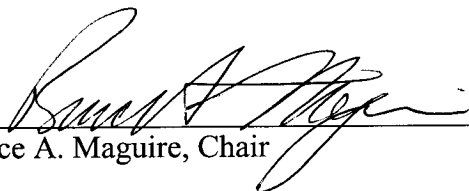
WHEREAS, the purpose of the amendment is to assist physicians and related parties in the treatment of patients through screening and/or facilitating timely transfer of patients, medical information and other information necessary or useful in the patients' care/treatment and/or admission into a state mental health institution, determine where such patients can be adequately cared for otherwise and to ensure continuity of care and treatment appropriate to the needs of the patients in the St. Johns County Mental Health Department and the Avanti Wellness Center, Inc., utilizing the knowledge and other resources of both facilities in a coordinated and cooperative manner to improve the professional health care of patients.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THAT:

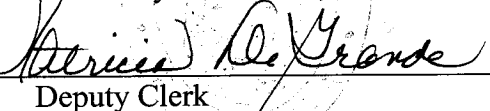
1. The County Administrator is authorized to sign the Agreement between Avanti Wellness Center, Inc. and St. Johns County Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 26th day of July, 2005.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: 
Bruce A. Maguire, Chair

ATTEST Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 7-27-05

Patient Transfer Agreement

Screening for Admission to Mental State Institutions

This agreement, is made this _____ day of July, 2005, by and between the St. Johns County Board of County Commissioners, on behalf of the St. Johns County Mental Health Department, a healthcare provider organized and existing under the laws of the State of Florida (hereinafter referred to as SJCMH) and AVANTI WELLNESS CENTER, INC., a healthcare provider organized and existing under the laws of the State of Florida (hereinafter referred to as AWC).

WHEREAS, both SJCMH and AWC desire, by means of this Agreement, to Assist physicians and the parties hereto in the treatment of patients: (a) facilitating and/or screening in order to timely transfer patients, medical information and other information necessary or useful in the patients' care/treatment and/or admission into a state mental health institution, (b) in determining whether such patients can be adequately cared for otherwise than by either of the parties hereto, and (c) to ensure continuity of care and treatment appropriate to the needs of the patients in the SJCMH and at the AWC, utilizing the knowledge and other resources of both facilities in a coordinate and cooperative manner to improve the professional health care of patients.

NOW, THEREFORE, in consideration of the potential advantages that will accrue to the (a) patients of each of the parties, (b) their physicians/clinicians and (c) each of the parties themselves, SJCMH and AWC hereby covenant and agree with each other as follows:

1. In accordance with the policies and procedures provided and upon the recommendation of a treating physician, that such transfer is medically appropriate, such patient shall:
 - (a) If a patient at the SJCMH be admitted to the AWC,
 - or
 - (b) If a patient at the AWC be admitted to the SJCMH as promptly under the circumstances; and AWC mutually agree to exercise their best efforts to provide for prompt admission of patient provided that all usual, reasonable, conditions of admission are met including advance agreement on acceptance of patient by the designated agency.
2. AWC agrees to provide the designated agency with adequate information concerning the agency's health care resources so that either can determine whether the agency can provide the care needed by a patient as prescribed by the patient's physician.
3. AWC and SJCMH each agree:
 - (a) To arrange for appropriate transportation of the patient to the facilities of the other party hereto.
 - (b) To arrange for the appropriate care of the patient under the circumstance during such transfer.
 - (c) To transfer the personal effects, including money and valuables, and information relating to the same and be responsible wherefore until signed for by a representative of the party to whom transferred when applicable.
 - (d) That clinical records of a patient transferred shall contain documentation as to the promptness and safety of the transfer. The party transferring the patient shall be responsible for this documentation.
 - (e) That transfer procedure shall be made known to the patient care personnel of each of the parties.
4. AWC also agrees to:
 - (a) If a patient of the AWC is not legally capable of consenting to the medical treatment to be provided by the SJCMH, the AWC shall be responsible for obtaining the proper consent for the

transfer from the legal guardian or other authorized representative for providing SJCMH with the name, address, and phone decisions on behalf of the patient.

(b) AWC shall transfer with the patient the information necessary to enable the SJCMH to contact the consenting party if further consent is needed.

5. AWC agree to transmit with each patient at the time of transfer, or in case of an emergency, as promptly as possible thereafter, an abstract of pertinent medical and other records necessary in order to continue the patient's treatment without interruption and to provide identifying and other information. Such medical and other information must include (a) current medical findings, (b) diagnosis, (c) rehabilitation potential, (d) a brief summary of the course of treatment followed in the care of the patient in the SJCMH or AWC, (e) nursing and (f) administrative and pertinent social information. Medical records will be transferred upon written authorization of the patient or a legally authorized to consent for the patient. The records will be transferred in such a manner as to safeguard their confidentiality.
6. And or SJCMH shall have no responsibility whatsoever for a patient of the AWC until such time as that patient is physically present within the premise of the SJCMH. Notwithstanding the foregoing, in the event the patient is transported by the SJCMH, the AWC shall become responsible for the patient at the time such transportation commences.
7. Charges for services performed by either the SJCMH or the AWC for patients transferred from the other institution pursuant to this Agreement shall be collected by the institution rendering such services billed by the institution; and neither institution shall be responsible to the other for such charges, except to the extent that such liability would exist separate and apart from this Agreement.
8. SJCMH shall not have any liability whatsoever for charges incurred by patients for services and supplies rendered by the AWC

Patient is ultimately responsible for any and all charges incurred during his/her course of hospitalization. This includes payment for transportation to and from SJCMH. This shall not preclude and/or SJCMH collecting for services and supplies directly from third party payor (i.e. Medicaid, Medicare, or other sources normally billed).

9. The Board of Trustees or and the Board of Directors of the AWC shall have exclusive control of the policies, management, assets, and affairs of their respective facilities, neither party assumes any liability by virtue of this Agreement for any debts or other obligations incurred by the other party to this Agreement.
10. Nothing in this Agreement shall be construed as limiting the right of either party to affiliate or contract with any other provider or contractor on either a limited or general basis while this Agreement is in effect.
11. Neither party shall use the name of the other in any promotional or advertising material unless review and approval of the intended use shall first be obtained from the party whose name is to be used.
12. Both parties agree that:
 - (a) The term of this agreement shall be from the ____ day of July, 2005 through the 31st day of May, 2010. This Agreement may be renewed for an additional five year period subject to the written approval of and AWC.
 - (b) This Agreement may terminated with just cause by either party by sixty (60) days notification of termination in writing to the other party and delivered by certified mail. However, if either party shall have its license to operate revoked by the State or become ineligible as a provider of service under Title I Part I of Public Law 89-97 (Social Security Act) as amended, this Agreement shall terminate on the date such revocation or ineligibility becomes effective.

- (c) A confirmed copy of this Agreement with all amendments, if any, together with a copy of the current policies and procedures, referral forms, and other documents adopted to implement this Agreement shall be kept in the administrative file of each of the parties for ready reference.

13. INDEMNIFICATION

The AWC shall indemnify and hold harmless, the SJCMH, and their respective officers, trustees, commissioners, agents, employees, medical staff, nurses, servants, and patients from any and all liabilities, claims suits, causes of action, losses, expenses, costs, and damages resulting from or arising out of any act or omission to act including, but not limited to, negligence and/or medical malpractice arising out of or in connection with the performance of this Agreement, on the part of the AWC, its respective officers, directors agents, servants, employees, medical staff and nurses. The AWC further agrees that it shall assume full responsibility, at its own costs and expenses, to resist and defend any such claim, suit, action or proceeding, whether meritorious or not which may be brought against SJCMH, and their respective officers, commissioners, medical staff, nurses, employees or servants, whether in an individual or representative capacity, arising from acts or omissions to act of the AWC, its representative officers, directors, agents, servants, employees, medical staff and nurses, and to pay any and all judgments, awards, and settlements, which any issue thereon or which may be recovered therein, and to pay any and all costs and expenses, including, but not limited to attorneys' fees for the defense and/or appeal which may be incurred therein. It is further agreed that in no event shall AWC or its respective officers, directors, agents, servants or employees be considered to be officers, agents, servants or employees of SJCMH.

Additionally, in no event shall SJCMH or its respective officers, trustees, commissioners, medical staff, nurses, agents, servants or employees be considered to be officers, agents, servants or employees of AWC.

14. AWC agrees to maintain for itself and its officers, directors, medical staff, agents, employees, and servants during the term of this Agreement professional liability insurance with a minimum liability of no less than one million dollars (\$1,000,000.00).

A certificate(s) of insurance, as evidence of compliance with this paragraph, shall be forwarded to SJCMH, by the AWC prior to the referral of patients under this Agreement. Furthermore, The AWC shall promptly notify upon termination, alteration or cancellation of said insurance policy.

15. The rights, remedies, and obligations contained herein pertain solely to the parties executing this Agreement. This Agreement shall not be construed or deemed to create any rights or remedies for patients of the AWC or any other person who is not a party hereto.
16. Any litigation between the parties regarding the terms of this Agreement shall place in St. Johns County Florida. The provisions of this contract shall be construed in accordance with laws of the State of Florida.
17. Every notice provided for in this Agreement shall be in writing and delivered by certified mail to the parties at their respective addresses as follows:

As to ST. JOHNS COUNTY:

Attention: _____

Address: _____

As to AVANTI WELLNESS CENTER, INC.:

Attention Dr. Jose I. Delgado, President
Address: 165 Southpark Blvd., Ste. D
St Augustine, Florida 32086

Notices shall be effective upon receipt by Certified mail-return receipt requested.

18. This Agreement contains the entire agreement of the parties and these are no conditions or limitations to this undertaking except those stated herein. After the execution hereof, or alteration, change or modification hereof shall be binding or effective unless executed in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officials thereunto duly authorized.

ATTEST:

FOR THE AVANTI WELLNESS CENTER, INC.

ATTEST:

FOR ST. JOHNS COUNTY
