

RESOLUTION NO. 2007 - 326

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE AGREEMENT BETWEEN ST. JOHNS COUNTY AND DR. SHERRY RISCH.**

**WHEREAS**, the State of Florida Department of Children and Families (DCF) contracts with St. Johns County Board of County Commissioners on behalf of St. Johns County, a political subdivision of the State of Florida, to provide mental health and substance abuse services, and

**WHEREAS**, DCF provides "Purchase of Therapeutic Services" funding to purchase services the County Mental Health Department is unable to provide, and

**WHEREAS**, Dr. Sherry Risch does provide said services and has been a satisfactory vendor.

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

1. The above recitals are incorporated by reference into the body of this resolution and such recitals are adopted as Findings of Fact.
2. The Board of County Commissioners of St. Johns County, Florida, hereby approves the terms and conditions of the Agreement between St. Johns County, Florida and Dr. Sherry Risch and authorizes the County Administrator to execute the Agreement on behalf of the County.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, State of Florida, this 30 day of October, 2007.

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

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

Ben Rich, Chair

ATTEST: Cheryl Strickland, Clerk

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

Deputy Clerk

RENDITION DATE 11/2/07

AGREEMENT  
BETWEEN  
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
DR. SHERRY RISCH

I. PURPOSE

This agreement is established between St. Johns County Board of County Commissioners (BCC) on behalf of St. Johns County Mental Health Department (SJCMH) and Dr. Sherry Risch to coordinate the purchase of therapeutic services for children and families of St. Johns County.

II. STATEMENT OF AGREEMENT

A. St. Johns County Mental Health Department agrees to:

1. Fax or mail a referral with detailed information pertinent to the request. Any available Psychiatric or other psychological records will be included to assist in the evaluation and treatment of the child.
2. Keep the case open and monitor the progress of the child.
3. Assure the proper release of information documentation is obtained prior to sending the referral.
4. Pay the following rates:

Diagnostic Psychological Evaluation	\$200.00 initial evaluation
Diagnostic Psychological Evaluation with IQ	\$350.00 initial evaluation
Diagnostic Psychosexual Evaluation	\$200.00 initial evaluation
Diagnostic Psychosexual Evaluation with IQ	\$350.00 initial evaluation
Diagnostic Evaluation with Full Battery for Learning Disability	\$750.00 initial evaluation
Diagnostic Evaluation with Projective & Objective testing	\$400.00 initial evaluation
Consultations	\$80.00 per hour

B. Dr. Sherry Risch agrees to:

1. Call the child's parent/guardian to set appointment on receipt of referral.

2. Bill insurance prior to billing SJCMH. Any remaining balance (at fee rate above) will be billed to SJCMH.
  3. Obtain proper release of information form for continued coordination of services with SJCMH.
  4. Complete monthly reports for any clients who are seen on a regular basis. (See Purchase of Therapeutic Services (PTS Progress Report Form) Progress Report form attached). Submission of the PTS Progress Report Form with all requested information is critical since this data must be entered by SJCMHD staff into the State of Florida One Family data warehouse in order to obtain reimbursement of PTS expenditures from the Florida Department of Children and Families.
  5. Send an invoice with the PTS Progress Report Form attached to the invoice. For billing purposes, this agreement will be retroactive to July 1, 2007.
- C. Both parties enter into this Agreement for the stated purpose of providing unduplicated, quality therapeutic services to the children and families of St. Johns County, Florida.
- D. The term of this Agreement runs from October \_\_\_\_, 2007 through, and including, June 30, 2008. Dr. Risch may request a one-year extension of this Agreement by submitting a written request to both the County Administrator, and the County Health and Human Services Director, no later than March 15, 2008. The County, through the Board of County Commissioners of St. Johns County, Florida ("Board") must approve the extension no later than June 15 of the year that the extension is requested, or the requested extension will be deemed null, void, and of no effect.
- E. Notwithstanding any other provision in this Agreement, this Agreement may be revised by written mutual agreement of both parties and may be renegotiated on or before June 30, 2008.
- F. Both the County and Dr. Risch acknowledge and agree that should any part, sentence, or paragraph of this Agreement be ruled invalid, unconstitutional, or unenforceable, then the remaining parts, sentences, sections, subsections, and paragraphs of this Agreement shall remain in full force, effect, and applicability.
- G. This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

- H. Both the County and Dr. Risch acknowledge that this Agreement, plus any attached and incorporated Exhibits or documents, constitute the complete Agreement and understanding of the County and Dr. Risch. Further, both the County and Dr. Risch acknowledge that any change, amendment, modification, revision, extension, or renewal of this Agreement shall be in writing, and shall be executed by duly authorized representatives of both the County and Dr. Risch.
- I. In light of the scope and rationale for this Agreement, Dr. Risch may not assign, transfer, or sell any of the rights noted in this Agreement without the express written approval of the Board. Should Dr. Risch either assign, transfer, or sell any of the rights noted in this Agreement without such express prior approval, such attempted action on the part of Dr. Risch shall result in the termination without further notice or action on the part of the County, or the Board.
- J. All staff of Dr. Risch shall have and maintain, any, and all, insurance coverage that is required, in at least the minimum amounts required, by the laws of the State of Florida, and the United States for the term of this Agreement. Dr. Risch shall have the County added as an additional insured. Failure to maintain such required insurance shall result in the automatic termination of this Agreement.
- K. Dr. Risch shall indemnify and hold harmless, and defend the County, its officials, agents, servants, and employees from and against any, and all, claims, liability, losses, and/or cause of action which may arise from any negligent act, or omission, on the part of Dr. Risch, in connection with the services provided pursuant to this Agreement.
- L. As a condition of this Agreement, the County reserves the right to examine Dr. Risch's books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, and rights, and responsibilities noted in this Agreement. It is specifically noted that Dr. Risch is under no duty to provide access to books and records that are otherwise protected by County, State, or Federal law, including the privacy provisions contained within HIPAA (Health Insurance Portability and Accountability Act of 1996).
- M. This Agreement may be terminated with or without cause upon either party giving the other party thirty (30) days written notice of such termination. The County will be responsible for all approved and/or authorized services up-to-date of the notification of termination. Thereafter, the County will only pay for the services pre-approved by the County Health and Human Services Director.

N. Notices will be provided to the following parties:

For County: Maria Colavito, Ph.D  
Director, St. Johns County Health and Human Services  
1955 U.S. 1 South  
Suite C-2  
St. Augustine, Florida 32086

For Dr. Risch: Sherry V. Risch, Ph.D.  
2120 U. S. 1 South  
St. Augustine, FL 32086

ATTEST: Cheryl Strickland, Clerk of Court St. Johns County Florida

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

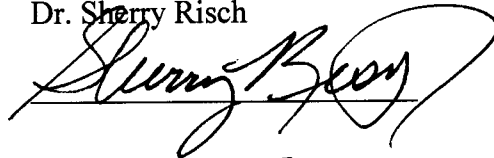
\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

WITNESS:

Dr. Sherry Risch



9-27-07

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Date

# PURCHASE OF THERAPEUTIC SERVICES PROGRESS REPORT

CLIENT: \_\_\_\_\_ SS#: \_\_\_\_\_

REPORT TO: \_\_\_\_\_ Date: \_\_\_\_\_

Progress in out-patient treatment for the month of: \_\_\_\_\_

Sessions during this month: \_\_\_\_\_ attended \_\_\_\_\_ cancelled \_\_\_\_\_ no show  
\_\_\_\_\_ late

Participation in treatment: Active \_\_\_\_\_ Inactive \_\_\_\_\_ Productive \_\_\_\_\_ Nonproductive

### Treatment Goals:

- 1.
- 2.
- 3.

### Clinical Narrative on progress towards goals:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Other comments:

\_\_\_\_\_

\_\_\_\_\_

The client has not completed treatment at this time. His/her current level of progress in treatment is considered to be:  
 Poor Fair Good Very Good Excellent

Requesting \_\_\_\_\_ additional sessions

\_\_\_\_\_  
Therapist

\_\_\_\_\_  
Date

# ATTACHMENT