

RESOLUTION NO. 2007 - 374

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE AGREEMENT BETWEEN ST. JOHNS COUNTY AND PSYCHOLOGICAL ASSOCIATES.

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

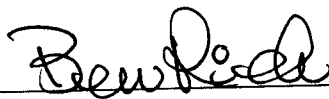
WHEREAS, Psychological Associates is a newly formed company in St. Johns County that is owned and operated by a Licensed Psychologist and a Licensed Mental Health Counselor who have provided satisfactory services to the County in the past.

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

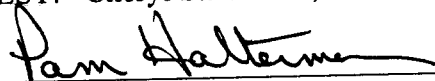
1. The above recitals are incorporated by reference into the body of this resolution and such recitals are adopted as Findings of Fact.
2. The Board of County Commissioners of St. Johns County, Florida, hereby approves the terms and conditions of the Agreement between St. Johns County, Florida and Psychological Services of St. Augustine 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 27 day of November, 2007.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: 
Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 11/30/07

AGREEMENT
BETWEEN
ST. JOHNS COUNTY, FLORIDA
AND
PSYCHOLOGICAL ASSOCIATES

I. PURPOSE

This agreement is established between St. Johns County, Florida (County) on behalf of St. Johns County Mental Health Department (SJCMH), and Psychological Associates, in order 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 (SJCMH) 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:

Psychological Testing (Children or Adults)	\$ 450.00 initial visit
Psychosexual Testing	\$ 550.00 per hour
Individual Therapy	\$ 65.00 per hour (\$ masters level)
Family Therapy	\$ 65.00 per hour (\$ masters level)
Therapy with Interpreter	\$ N/A
Psychiatric Evaluation	\$ N/A
Medication Management	\$ N/A
Group Therapy	\$ 25.00 per hour
Family and/or Individual Counseling w/a Ph.D	\$ 65.00 per hour

B. Psychological Associates 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 clients who are seen on a regular basis. (See attached Purchase of Therapeutic Services ("PTS") Progress Report Form). 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 SAMH data warehouse in order to obtain reimbursement of PTS expenditures from the Florida Department of Children and Families.
5. Send a monthly invoice with the monthly reports from Psychological Associates clinicians attached to the invoice.

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 November 07, 2007 through, and including, June 30, 2008. Psychological Associates 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 Psychological Associates 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 Psychological Associates acknowledge that this Agreement, plus any attached and incorporated Exhibits or documents, constitute the complete Agreement and understanding of the County and Psychological Associates. Further, both the County and Psychological Associates 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 Psychological Associates.
- I.** In light of the scope and rationale of this Agreement, Psychological Associates may not assign, transfer, or sell any of the rights noted in this Agreement without the express written approval of the Board. Should Psychological Associates 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 Psychological Associates shall result in the termination, without further notice or action on the part of the County, or the Board.
- J.** All staff of Psychological Associates shall have and maintain, any, and all, insurance coverage (including automobile liability if vehicles are used in order to provide services, workers' compensation, and professional liability insurance) that is required, in at least the minimum amounts required, by the laws of the State of Florida, and United States for the term of this Agreement. Psychological Associates 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.** Psychological Associates shall indemnify and holds 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 Psychological Associates, in connection with the services provided pursuant to this Agreement.

- M.** As a condition of this Agreement, the County reserves the right to examine Psychological Associates' books, and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this Agreement. It is specifically noted that Psychological Associates 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).
- N.** 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 pay only for the services pre-approved by the County Health and Human Services Director.
- O.** 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 Psychological Associates: Sharon L. Schulman, Ph.D.
Psychological Associates
157 Hampton Point Drive, Suite 3
St. Augustine, FL 32092
- P.** It is recognized that Psychological Associates is an independent contractor with respect to the County. Nothing in this Agreement is intended or shall be construed as creating an employer/employee relationship, or joint-venture relation between Psychological Associates and the County, or any employee of Psychological Associates and the County. Psychological Associates has agreed to comply with all of the applicable rules of County. Moreover, neither Psychological Associates, nor its subcontractors or employees shall have any claim, under this Agreement or otherwise, against the County for vacation pay, sick leave, retirement benefits, Social Security, Worker's Compensation, disability, or unemployment insurance benefits, or employee benefits of any kind. In the event that the Internal Revenue Service, Florida Department of Revenue, or any other parties hereto mutually agree that both Psychological Associates and the County shall have the right to participate in any such discussion or negotiation occurring with such agencies.

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

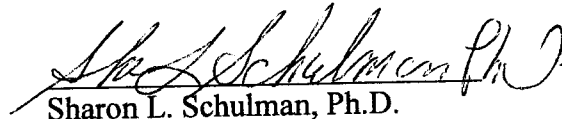
Deputy Clerk

County Administrator

Date

Date

Psychological Associates



Sharon L. Schulman, Ph.D.
Psychological Associates

Dated: 11-7-07

ATTEST:

BY: _____
Its Secretary

Date