

RESOLUTION NO. 2008 - 193

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE MEMORANDUM OF UNDERSTANDING BETWEEN ST. JOHNS COUNTY AND GATEWAY COMMUNITY SERVICES, INC.

WHEREAS, the State of Florida Department of Children and Families contracts with St. Johns County Board of County Commissioners to provide substance abuse detoxification services, and

WHEREAS, no facility exists in St. Johns County that can provide detoxification services and it is necessary for St. Johns County to transport clients to detoxification facilities in neighboring counties, and

WHEREAS, Gateway Community Services, Inc. is interested in providing transportation for our clients to their facility at a more economical rate, and

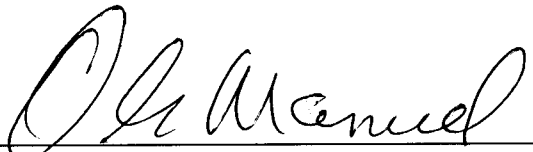
WHEREAS, Gateway Community Services, Inc. has been a satisfactory vendor.

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

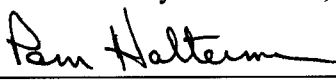
1. The above recitals are incorporated by reference into the body of this resolution and such recitals are adopted as Findings of Fact.
2. The Board of County Commissioners of St. Johns County, Florida, hereby approves the terms and conditions of the Memorandum of Understanding (MOU) between St. Johns County, Florida and Gateway Community Services, Inc. and authorizes the County Administrator to execute the MOU on behalf of the County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 22nd day of July, 2008.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: 
Thomas G. Manuel, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 7/24/08

MEMORANDUM OF UNDERSTANDING
Transportation Services for St. Johns County

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of _____ between **ST. JOHNS COUNTY MENTAL HEALTH DEPARTMENT** hereinafter referred to as "**St. Johns**" and **GATEWAY COMMUNITY SERVICES, INC.** hereinafter referred to as "**Gateway.**"

WITNESSETH:

WHEREAS, Gateway is a contracted agency of the Department of Children and Families (DCF), State of Florida, to provide detoxification services;

WHEREAS, Gateway recognizes that some adults in need of detoxification services lack transportation to Gateway's facility from St. Johns County; and

WHEREAS, the purpose of this Memorandum of Understanding is that St. Johns County and Gateway agree to work in collaboration to provide transportation services from St. Johns County to Gateway's detoxification program in Jacksonville.

NOW, THEREFORE, in consideration of the mutual covenants embodied herein, and other considerations, the parties of this Memorandum of Understanding agree as follows:

1. **Term.** This Agreement will be in effect from July 14, 2008, or the date of full execution, whichever is later and end on June 30, 2009, unless otherwise modified.
2. **Dissemination of Memorandum of Understanding.** Each party agrees to disseminate this Memorandum of Understanding to appropriate personnel and provide assistance in the implementation of the requirements of the agreement.
3. **Points of Contact.** Both parties to this agreement shall designate individuals and telephone numbers as points of contact to share information and to address areas of conflict.
4. **Compliance.** Gateway shall comply with all applicable DCF Operating Procedures, Florida Administrative Codes and State/Federal Statues while executing the conditions of this Memorandum of Understanding.
5. **General Description.** Eligible clients will be referred to the Detoxification Facility at Stockton Street after having been cleared as medically stable for detoxification services by Flagler Hospital staff with a Patient Care Discharge Instruction Sheet and St. Johns County Referral Alcohol and Recovery Program Referral Form.
6. **Services are to be provided at the following location:**

Adult Detoxification Program
555 Stockton Street
Jacksonville, Florida 32204
904.781.0838

7. Agency Collaboration. Parties to this Memorandum agree to the following:

Gateway agrees to:

1. Provide transportation services within two hours of being notified of patients needing pick-up at the Flagler Hospital to Gateway's detoxification facility. This assumes that there will not be multiple requests for transportation within a four hour time frame. Gateway will only have one vehicle dedicated to provide these services.
2.
 - a. In accordance with Rule 65C-14.016, F.A.C., maintain and implement a current written Incident Notification Procedure that shall include, but is not limited to:
 - (1) compliance with the Department's Incident Reporting and Client Risk Prevention standards as established in CFOP 215-6;
 - b. In accordance with Rule 65C-14.012, F.A.C., maintain vehicles in safe operating condition. Maintain and implement a written Insurance and Safety Requirements Standards Policy, for all vehicles and drivers used for the transportation of adults. The policy must include, but is not limited to, the following:
 - (a) A minimum liability insurance policy of \$1,000,000 per person, and \$3,000,000 per incident.

St. Johns agrees to:

1. Notify Gateway Detoxification staff of the need for transportation services in a timely manner after the patient has been cleared by Flagler Hospital staff.
2. Ensure all paperwork is ready for patient pick-up at the Flagler Hospital.
3. Pay \$1650 per month toward the cost of transportation services which will be invoiced on a monthly basis. The first month of services shall be pro-rated and all future services shall be invoiced in arrears for the previous months services.
4. Provide bus vouchers for the patients return trip to St. Augustine.
5. Follow procedures as outlined in Attachment 1 of this document for requesting patient transportation.

7. Amendments. No modification or amendment in the conditions contained herein shall be effective unless contained in a written document and executed by each party hereto.

8. Termination. This Memorandum of Understanding may be terminated by either party during the term hereof upon thirty (30) days written notice to the other party.

9. **Indemnification Clause.** Both parties shall assist in the investigation of injury or damages either for or against either party pertaining to their respective areas of responsibility or activities under this Memorandum of Understanding and shall contact the other party regarding the legal actions deemed appropriate to remedy such damage or claims.

10. **Confidentiality.** St. Johns County and Gateway agree to comply with all state and federal confidentiality requirements that regulate each respective agency.

11. **Authority.** Each person signing this Memorandum of Understanding on behalf of either party individually warrants that he or she has full legal power to execute this Memorandum of Understanding and to bind and obligate said party with respect to all provisions contained herein.

Any change in addresses must be submitted to Gateway within 10 calendar days of the change. All correspondence by and between St. Johns and Gateway will be sent to the following addresses:

IN WITNESS WHEREOF, St. Johns County and Gateway have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the day and year as first above written.

Gateway Community Services, Inc.

St. Johns County, Florida
By and through its Board of County
Commissioners

By: _____
Gary Powers
Chief Executive Officer

By: _____
Michael D. Wanchick
County Administrator

Date: _____

Date: _____

Attachment 1

Transportation Services for St. Johns County

Procedures for St. Johns County Transportation Services

1. Gateway should notified by St. John's County staff of patients needing transportation services by calling Gateway's Detoxification nursing station at 904.781.0838. A beeper will be kept in the nursing station to ensure that St. John's County staff can contact nursing staff if unable to get through on the primary phone number. The beeper number is _____.
2. Gateway nursing staff will log in the request for transportation by recording the caller's name, the patient's name and the time of the call.
3. Nursing staff will notify the on-call transportation staff of the need for services via phone and beeper.
4. Patients will be picked up at Flagler Hospital within two hours of notification to Gateway's nursing station and transported to Stockton Street.
5. Patient's paperwork should be ready when the patient is picked up clearing the patient medically for detoxification at Gateway.
6. Patients will be provided bus vouchers for the return trip to St. Augustine by St. Johns County through Gateway's detoxification program when they are medically stable and completed their detoxification protocols.
7. Suicidal or aggressive patients will not be transported by Gateway staff.