

RESOLUTION NO. 2008 - 308

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE AGREEMENT 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 detox and residential services, and

WHEREAS, no facility exists in St. Johns County that can provide detox and residential services and it is necessary for St. Johns County to subcontract this funding to agencies that provide these services, and

WHEREAS, Gateway Community Services, Inc. is able to provide detox and residential services and has been a satisfactory vendor, and

WHEREAS, Gateway Community Services, Inc. is also able to provide psychiatric services the provision of which will be included in this agreement, and

WHEREAS, the Agreement with Gateway Community Services is attached and incorporated as an Exhibit to the Authorizing Resolution.

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 Gateway Community Services, Inc. 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 28th day of October, 2008.

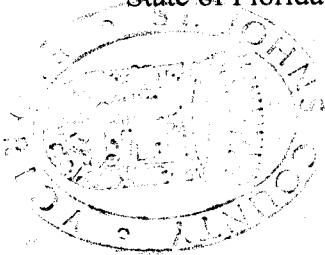
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Cyndi Stevenson
Chair

ATTEST: Cheryl Strickland, Clerk

By: Pam Halterman
Deputy Clerk

RENDITION DATE 10/28/08



AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA

and

GATEWAY COMMUNITY SERVICES, INC.

This Contract is made on this ____ day of October, 2008 by and between the Board of County Commissioners of St. Johns County, Florida, hereinafter referred to as (“ the County”), and Gateway Community Services, Inc., hereinafter referred to as (“Gateway”), a corporation licensed to do business in the State of Florida, whose main address is 555 Stockton Street., Jacksonville, Florida 32204.

WHEREAS, the State of Florida (hereinafter referred to as “the State”) legislature has determined that it is essential that the people of the State of Florida have access to adequate health care;

WHEREAS, the State has determined that the State of Florida and the counties therein must share the responsibility of assuring that adequate and affordable health care is available to all Floridians;

WHEREAS, the State specifically authorizes counties to provide hospitals, ambulance service and health and welfare programs;

WHEREAS, the Mental Health Department of the County serves the residents of St. Johns County, Florida;

WHEREAS, Gateway operates and manages facilities licensed by Florida’s Department of Children and Families and has experience and expertise in the area of detoxification and residential services, in serving the residents of St. Johns County and the other surrounding counties of Children and Families District IV-A;

WHEREAS, the County requires certain services of Gateway in order to serve its St. Johns County residents requiring residential and other rehabilitation services at the request of the County, subject to resource availability;

WHEREAS, the parties desire to enter into this Agreement pursuant to which Gateway agrees to provide certain substance abuse services at the request of the County;

NOW THEREFORE, in consideration of the foregoing and upon mutual terms, covenants and conditions hereinafter set forth, the County and Gateway hereby agree as follows:

Section 1 – Term:

The term of this Agreement shall commence on October _____, 2008 and terminate June 30, 2008, unless otherwise terminated in accordance with the provisions of Section 8 of this Agreement.

Section 2 - Responsibilities of Gateway:

During the term of this agreement, Gateway shall provide the following services. (It is noted that ASAM criteria will be utilized in the evaluation of a client's appropriateness for services):

- A. Provide Detoxification Services for adult clients when referred by a staff member of the County Mental Health Department.
- B. Provide Adult Residential Services, including Women's Project, for clients when referred by a staff member of the County Mental Health Department
- C. Provide Adolescent Residential Services for clients when referred by a staff member of the County Mental Health Department.
- D. Provide psychiatric/clinical supervision for the ARNP's providing services for the Medication Management clinic at St. Johns County Mental Health Department.
- E. Cooperate with County Mental Health Department staff in discharge planning of referred clients.
- F. Contact St. Johns County Mental Health Department (SJCMHD) to verify that a client presenting for treatment has been approved by SJCMHD. If client presents after business hours, call (904) 824-HELP (824-4357) for verification of approval.
- G. Conduct a complete financial intake on each client referred to Gateway to include household salary amount, number in household and other pertinent information as listed on the St. Johns County Mental Health Department Inpatient Admission Information form attached hereto and incorporated herein by reference as Attachment I. Return to the County a copy of the completed form with discharge paperwork.
- H. In the event that a referred client develops medical problems requiring medical hospitalization or emergency treatment, Gateway will use best efforts to arrange for the transfer of such referred client to an appropriate health care provider/facility. Gateway will notify the County Mental Health Department staff of such status within a reasonable time period in accordance with applicable laws and regulations. The County will advise Gateway as to whether the client is to be discharged as a client of Gateway, or whether the client's placement is to be kept

available, in which case the County will reimburse Gateway for the days the client is absent, in accordance with Section 4.

- I. Provide detox and residential services in accordance with Circuit IV SAMH contract requirements which are regional requirements.
- J. Gateway will maintain an active/current State of Florida, Department of Children and Families license for substance abuse treatment.
- K. Gateway will comply with SAMH, Department of Children and Families outcome reporting on data submission requirements to the State Data Warehouse. Such compliance will include submitting the required initial and discharge outcome measure information, and submission of data documentation indicating Tax I.D. number 59-6000825, the County Contract #DH646, and contract site number (05) for clients being billed using St. Johns County Board of County Commission / Mental Health Department funds.
- L. Gateway will provide up to 15 hours per week of telephone psychiatric/clinical supervision. This will include up to 5 hours per week on-site by Dr. Rivenbark for providing signature authorization on agency billing and documentation as appropriate, and up to 5 hours per week of telephone consultation of Dr. Pomm and one to two site visits per month by Dr. Pomm for consultation/supervision as required.

Section 3 - Responsibilities of County: During the term hereof the County shall, at its own expense:

- A. Provide telephone triage for parties seeking services to Gateway's Detoxification Unit. County Mental Health Department staff will call Gateway for bed availability for all persons triaged through the County Mental Health Department.
- B. Formally request Gateway to provide referred clients with specified care pursuant to this agreement. Oral requests shall be promptly documented in writing to Gateway's representative designated from time-to-time in writing by Gateway's Chief Executive Officer.
- C. Assist in discharge planning and referral to County for follow-up services.
- D. The County will remit full compensation to Gateway upon receipt of a monthly invoice as provided in Section 4 and upon approval by the County Administrative Manager/Finance as to financial eligibility of client(s)

Section 4 – Compensation:

- A. The County will pay Gateway on a fee for service basis for actual bed days used, based on St. Johns County’s current contract with the Department of Children and Families. The rates for fiscal year 2008/2009 are as follows:

Adult Detoxification services	\$202.00 per bed day
Adult Residential Level 2 (Men & Women)	\$168.00 per bed day
Adolescent Residential Level 2	\$174.00 per bed day
Psychiatric/Clinical supervision	\$6,250 per month

- B. Gateway shall bill all other potential payor sources first, including insurance prior to billing the County. The County will not be responsible to pay for clients whose income exceeds the County sliding fee scale based on 200% of Federal Poverty Guidelines and for whom the County cannot be reimbursed by the state. Gateway will be responsible for making payment arrangements directly with higher income clients. Gateway will receive full credit for service days of higher income clients who are billed directly by Gateway. TANF will be considered a payor source of last resort, to the extent of available TANF funds.
- C. The County will pay invoices received from Gateway within 45 days of receipt, or within the time frame permitted under State law, whichever is longer.
- D. The amount of this contract for client services provided is not to exceed \$252,400 plus an additional \$50,000 for psychiatric supervision oversight without prior authorization of the County. The total amount for this contract shall not exceed \$302,400 for client services and psychiatric supervision.
- E. Included in the \$252,400 are payments for any individual client referred by the County to Gateway’s Women’s Recovery Program which shall be capped at \$10,000.00 per year of discharge.
- F. The County will not be financially responsible for adolescent clients referred by the Department of Juvenile Justice. Gateway will receive full credit for the service days.
- G. The County shall be responsible for notifying Gateway any time there is a change in the funding status of clients in treatment.
- H. For payment purposes, the rates agreed to in this contract will be retroactive back to July 1, 2008.

Section 5 - Independent Contractor: It is recognized that Gateway is an independent contractor with respect to the County. Nothing in this Agreement is intended or shall be

construed to create an employer/employee relationship, a joint-venture relationship, or a lease or landlord-tenant relationship between Gateway and the County, or any Psychiatrist not employed by Gateway. Gateway has agreed to comply with all of the rules and regulations of the County. Neither Gateway nor its sub-contractors 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 governmental agency should question or challenge independent contractor status of Gateway, the parties hereto mutually agree that both Gateway and the County shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, irrespective of whom, such discussions or negotiations are initiated.

Section 6 - Mutual Cooperation: The clinical staff of Gateway and the County will each use best efforts to cooperate with respect to services, including but not limited to initial, intermediate and discharge evaluation, quality assurance and utilization review, to such end that appropriate types and amounts of services are rendered. The County requests a copy of Gateway's most recent financial audit to be submitted in a timely manner, but no later than December 1, 2008. The County also requests a copy of the most recent review from the Joint Accreditation Commission of Healthcare Organizations (JACHO) or The Commission on Accreditation of Rehabilitation Facilities, Inc. (CARF), whichever applies.

Section 7 - Records: The County and Gateway shall create and maintain accurate and complete records for all clients receiving services from such provider in accordance with all federal and state laws and regulations. Each shall permit the other prompt access to such records subject to all applicable federal and state laws regarding confidentiality, reasonable notice and reasonable costs of reproduction.

Section 8 - Termination of this Agreement: Notwithstanding any provision of this Agreement to the contrary, the parties may terminate this Agreement in accordance with the following rules:

- A. With, or without cause upon at least thirty (30) days written notice delivered to the other party by certified mail.
- B. This contract may be terminated for non-performance by the County upon no less than twenty-four (24) hours notice, if the immediate health, safety, or welfare of a referred client or the public is threatened or imperiled.
- C. Gateway may terminate this contract upon no less than twenty-four (24) hours notice if the County breaches a material provision of this contract or fails to substantially perform any obligation hereunder, if the immediate health, safety or welfare of a referred client or the public is threatened or imperiled.
- D. At any time during the term of this Agreement, if either party hereto fails to meet its responsibilities under this Agreement and the defaulting party fails to correct

such deficient performance within 15 days of receipt of written notice of such deficiency by the no-defaulting party. If applicable the County may employ the default provisions in Chapter 60 A-1.006 (3) F.A.C.

- E. Upon written notice in the event of either party being adjudicated bankrupt, becoming insolvent, consenting to any voluntary bankruptcy or other similar arrangement, or in the event of the appointment of a receiver of such other party.
- F. In the event funds to finance this contract become unavailable, the County may terminate the contract upon no less than twenty-four (24) hours notice in writing to Gateway. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department shall be the final authority as to the availability of funds.
- G. Upon termination of this contract by either party, Gateway agrees to coordinate with St. Johns County the transfer of clients for continued care and services as appropriate.

Section 9 – Notice: All notices or consents required or permitted herein shall be given in writing and shall be deemed to have been delivered when received in person or upon deposit in the United States Mail, certified, return receipt requested, at the addresses set forth below.

St. Johns County
Board of County Commissioners
Mental Health Department
1955 U. S. 1 South, Ste. C-2
St. Augustine, FL 32086
Attn: Maria Colavito, Ph.D.

Gateway Community Services, Inc.
555 Stockton Street
Jacksonville, FL 32204
Attn.: Gary Powers, CEO

Section 10 - Gender and Number: Whenever used herein, the masculine or neuter genders shall include all other genders, including the female gender, and the singular shall include the plural, where the context so permits.

Section 11 - Binding Agreement: The covenants and conditions herein contained shall apply to and bind the County and Gateway.

Section 12 – Waiver: The waiver by any party of any breach under this Agreement shall in no way operate as a waiver of a continuing or subsequent breach of the same or similar covenant or condition.

Section 13 - Time of Essence: Time shall be of the essence with respect to every term, covenant and condition of this Agreement in which time is a factor.

Section 14 - Entire Agreement and Modification: This instrument contains the entire agreement of the parties and supersedes all prior agreements and representations, whether oral or written, express or implied; and provision herein contained shall be modified only upon written agreement of the County and Gateway.

Section 15 - Partial Invalidity: If any one or more of the provisions of this Agreement shall be held invalid or unenforceable, the validity and enforceability of all other provisions of this Agreement shall not be affected thereby.

Section 16 - Law of Agreement: This Agreement shall be governed by and construed under the laws of the State of Florida.

Section 17 - Governing Law and Venue: The laws of the State of Florida shall govern the interpretation, construction, and legal effect of this Agreement, the parties agree that the state court forum for said litigation shall be in St. Johns County, Florida, in the court of appropriate jurisdiction, and that the federal court jurisdiction shall be in the Middle District court, Jacksonville, FL, Duval County, Florida.

Section 18 – Abide: The Contractor shall abide by all requirements as stated in the attached State of Florida, Department of Children and Families, Standard contract, a seven page form, dated July 1, 2006, Sections I, II, and III, attached hereto and incorporated herein by reference as Attachment II.

Section 19 – Assignment: This Agreement may not be assigned to either party without the prior written consent of the other party.

Section 20 – Inconsistencies: If there are any inconsistencies between the attachments and this document, provisions of this document not including incorporated items shall be applied and prevail.

Section 21 - Warranty/Personnel: Gateway warrants all services shall be performed by skilled and competent personnel in conformance with the accepted professional and technical standards in the field. Gateway further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this contract, and that they shall be fully qualified and, if required, authorized, permitted, certified and/or licensed under State and local law to perform such services. Where licenses, permits and certifications for the provision of services under this contract are required by Florida Statutes or Regulations, documentation of such licenses and certifications shall be presented to the County. Such personnel shall not be employees of or have any contractual relationship with the County. Failure to comply with the provisions of this Section shall constitute cause for termination under the provisions of the termination clause of this contract.

Section 22 – Background Screening: Any employees or contract employees shall undergo background screening/fingerprinting as applicable in accordance with existing Florida statutes.

Section 23 – Liability: To the extent permitted by law, Gateway shall indemnify and hold harmless the County, its officials, agents, servants, and employees from and against any, and all, claims, liabilities, losses and/or causes of action which may arise from any negligent act or omission on the part of Gateway to the extent such negligent act or omission is connected with the services provided pursuant to this Agreement

Section 24 – Insurance: Gateway shall have, and maintain, for the duration of this Agreement (including any extensions of this Agreement), any, and all, insurance coverage required by the State, and such insurance shall be in at least the minimum amounts required by the County’s Risk Manager. Gateway shall have the County named as an additional insured. Failure to maintain

any, and/or all required insurance shall result in the automatic termination of this Agreement, without the necessity of providing any further written notification of termination.

IN WITNESS WHEREOF, the 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.

Attest:

BY: _____
Its President/CEO

BY: _____
Its Secretary

Date: _____

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

Attest:

BY: _____
County Administrator

BY: _____
Its Secretary

Date: _____