

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGENCY AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA AND ST. VINCENT'S MEDICAL CENTER INC. IN ORDER TO PROVIDE AT THE SHELL REGAN COMMUNITY RESOURCE CENTER PRIMARY MEDICAL CARE TO MIGRANT AND SEASONAL FARM WORKERS IN HASTINGS WHO CANNOT AFFORD MEDICAL CARE AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY

WHEREAS, the County and the Provider desire to collaborate to aid in the provision of primary medical care to migrant and seasonal farm workers in Hastings who cannot afford medical care; and

WHEREAS, the parties wish to define the rights, responsibilities and relationship between them with respect to the provision of personnel and equipment to provide services to eligible patients; and

WHEREAS, the County has determined that accepting the terms of the Agency Agreement, and entering into said Agreement will serve the interests of the County.

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

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.


Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the Agency Agreement between St. Johns County, Florida and St. Vincent's Medical Center, Inc. in order to provide at the Shell Regan Community Resource Center primary medical care to migrant and seasonal farm workers in Hastings who cannot afford medical care and authorizing the County Administrator, or designee, to execute the agreement on behalf of St. Johns County.

Section 3. To the extent that there are typographical or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.


PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 16th day of June, 2009.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

Attest:


Deputy Clerk

By:


Cyndi Stevenson, Chair

AGREEMENT

This Agreement is made and entered into between **St. Vincent's Medical Center, Inc.** (the "Provider"), and **St. Johns County** (the "County"):

RECITALS

Whereas, the County and the Provider desire to collaborate to aid in the provision of primary medical care to migrant and seasonal farm workers in Hastings who cannot afford medical care, including the following health related services to the eligible patients:

- a. Primary acute care services, including examination, diagnosis and treatment,
- b. Prescription medications,
- c. Health education services such as nutrition counseling, smoking cessation and chronic illness management,

Whereas, the parties wish to define the rights, responsibilities and relationship between them with respect to the provision of personnel and equipment to provide services to eligible patients.

Now, therefore, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. OBLIGATIONS AND RESPONSIBILITIES OF COUNTY. The County shall have the following obligations and responsibilities, all of which shall be provided without charge to eligible patients and without charge to Provider:

- a. Provide the Hastings Community Resource Center a minimum of one night a week to be used for the primary care services. Both parties will mutually agree upon the specific clinic schedule.
- b. Provide a secure, locked room and fireproof, locked filing cabinet for patients' medical records.
- c. Schedule a staff member to be present while the night clinic is open. This person would be responsible for opening and closing the building and assisting with Provider personnel.
- d. Provide non-medical office supplies to help in operating the night services.
- e. Assist patients in the application process for the St. Johns County Indigent Health Care Program.
- f. Accommodate the St. Vincent's mobile unit with electrical and telephone connections at no charge should the mobile unit be needed for service delivery.

2. **OBLIGATIONS AND RESPONSIBILITIES OF THE PROVIDER.** The Provider shall have the following obligations and responsibilities, subject to Provider availability, one night per week at the Hastings Community Resource Center between 6:00 p.m. and 10:00 p.m., all of which shall be provided without charge to eligible patients and without charge to the County. The parties agree that Provider's obligations under this Agreement require Provider to use reasonable efforts and that Provider may not be able to provide services at certain times, including holidays. **[TO THE EXTENT THAT PROVIDER KNOWS OF SUCH CIRCUMSTANCES, THE PROVIDER SHOULD PROVIDE ADVANCE WRITTEN NOTICE TO THE COUNTY]**
- a. Provide an Advanced Registered Nurse Practitioner (ARNP) and support staff to provide primary care services to eligible patients.
 - b. Provide limited medications, pharmaceutical supplies and medical supplies for patients seen in the night clinic. Provider will not be able to meet all medication and supply needs of patients.
 - c. Facilitate the location of third-party specialist to provide care for eligible patients, if they do not qualify for the St. Johns County Indigent Health Care Program.
 - d. Provide the St. Vincent's Notice of Privacy Practices in compliance with "Standards for the Privacy of Individual Identifiable Health Information" of the Health Insurance Portability and Accountability Act of 1996 to the eligible patient or authorized representative.
 - e. Maintain complete and accurate records of all services provided and act as the custodian of medical records. The medical records will be stored in a secure room and fireproof, locked filing cabinet at the Hastings Community Resource Center. St. Johns County will be responsible for the security of the medical records.
 - f. Follow the Ethical and Religious Directives for Catholic Health Care Services (Fourth Edition), and any subsequent revisions, herein incorporated by reference.
3. **TERM.** This Agreement shall commence on June 22, 2009 and continue for a period of one year. This Agreement shall automatically renew for additional one-year periods. At all times this Agreement shall be subject to the availability of necessary funds and/or equipment funds by either the County or Provider to support this Agreement, or the necessary space and/or location, in which to offer the services outlined/noted in this Agreement.
4. **TERMINATION.** Either party may terminate this Agreement at any time without cause by providing no less than thirty (30) calendar days written notice to the other party, unless both parties mutually agree upon a lesser time in writing, except that Provider may terminate this Agreement by providing no less than seven (7) calendar days written notice to the County if the Provider is unable to continue providing services. The notice(s) shall be delivered as set forth in Section 17.

5. **FEES FOR SERVICES RENDERED.** Neither party will bill patients or third-party payors for any services rendered under this Agreement. Neither the County nor its employees shall seek or accept any payment from any patient or from any other source for the provision of services under this Agreement.
6. **COMPENSATION.** Neither party will provide compensation to the other party for any services provided under this Agreement, unless otherwise agreed in writing.
7. **INSURANCE.** The Provider shall obtain/secure, and maintain, throughout the duration of this Agreement, the levels of insurance noted in Exhibit A covering Provider and its employees, which is attached hereto, and incorporated herein. Provider may provide any such coverage through a self-insurance program. The County shall obtain/secure, and maintain, throughout the duration of this Agreement, the levels of insurance noted in Exhibit A covering the County and its employees.
8. **ACCESS TO BOOKS AND RECORDS.** Until the expiration of four (4) years after the furnishing of the services called for by this Agreement, the County and Provider shall make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Comptroller General, and their representatives, this Agreement, and all books, documents, and records necessary to certify the nature and extent of the costs incurred in providing services under this Agreement. If any services provided by either party under this Agreement are through a subcontract worth Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization, the subcontract shall also contain a similar clause permitting access to the books and records of the related organization.
9. **COMPLIANCE WITH LAWS, REGULATIONS, RULES AND STANDARDS.** The parties shall cause their employees to perform all duties in a timely manner and in accordance with applicable rules, standards, policies and all applicable Professional Staff Bylaws, Rules and regulations and to comply with all federal, state and local laws and regulations and standards of The Joint Commission as well as the ethics of the American Medical Association or other professional association. The parties shall ensure that their Employees shall not engage in personal or professional conduct, which, in the reasonable determination of the other party, does or may adversely affect the image or standing of that party.
10. **GOOD-STANDING REPRESENTATION.** The parties represent that neither they nor their employees: (i) have ever been convicted of, or indicted for, a crime related to health care, or listed by a Federal Agency as debarred, excluded or otherwise ineligible for participation in a federally funded health care program (or notified of such action); or, (ii) have otherwise engaged in conduct for which a person can be so convicted, indicted or listed. The parties agree not to employ any person in connection with any of the work to be performed under this Agreement who has been so convicted, indicted, listed or notified. The parties further agree to notify the other party immediately in the event of any such conviction, indictment, listing or notification pertaining to it or any of its employees arising during the term of this Agreement or the three (3) year period following termination or expiration of this agreement. Upon the receipt of such notice by the other party, or if the other party otherwise becomes aware of such conviction, indictment, listing or notification, that party shall have the right to terminate this Agreement immediately, if such Agreement is still in effect.

11. **CORPORATE RESPONSIBILITY.** The Provider has in place a Corporate Responsibility Program ("CRP"), which has as its goal to ensure that the Provider complies with federal, state, and local laws, rules, and regulations. The CRP focuses on risk management and maintains as its underlying philosophy the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. A copy of the CRP is available for review at jaxhealth.com in the Patients and Visitors section. The County acknowledges Provider's commitment to corporate responsibility and agrees to conduct all business transactions, which occur pursuant to this Agreement in a manner that is consistent with the underlying philosophy of the CRP.
12. **PATIENT RECORDS; CONFIDENTIALITY.** Medical records will be the property of the Provider. The parties shall instruct their employees to hold as confidential any patient information acquired as a result of this Agreement. Before any release or disclosure of medical records occurs, consent and authorization to release shall be obtained from the legal representative of the patient, in accordance with applicable state and federal laws pertaining to the confidentiality of medical records. Any and all disclosure of patient information must be made in accordance with Sections 394.4615 and 395.3025, Florida Statutes, as applicable, and in accordance with any other applicable state and federal law, including the Health Insurance and Portability and Accountability Act of 1996 and its promulgating regulations ("HIPAA"). The County will be responsible for the security of the medical records storage facility. Upon termination of this Agreement, the County shall turn the records over to Provider. County agrees to comply with the HIPAA Business Associate Agreement attached as Exhibit B, which is incorporated into this Agreement.
13. **RENEGOTIATION.** If the Provider determines that its federal tax exemption is likely to be adversely impacted by any federal, state or local law, rules, regulations, or published official interpretation of any of the foregoing, as applied to this Agreement, then, at the option of the Provider, the parties shall negotiate in good faith to amend this Agreement in a manner which will, if possible, avoid such adverse impact while maintaining the essential benefits intended to be conferred hereby. In the event that the parties hereto cannot agree to amendments to this Agreement, following good faith negotiations (not to exceed fifteen (15) days in length) to resolve the concerns of the Provider, then the Provider may terminate this Agreement by providing not less than fifteen (15) days written notice to the County.
14. **STATUS OF THE PARTIES.** The parties are, and shall be, in the performance of all work services and activities under this Agreement, Independent Contractors, and not an employee, agent, official, or servant of each other. As such, it is explicitly understood that the each party and its employees, agents, officials, servants, or subcontractors are not eligible for any benefits, or any sort, and/or any kind, afforded employees, or officials of the other party (including without limitation, vacation pay, paid sick leave, retirement benefits, social security, workers' compensation, health insurance, disability or unemployment insurance benefits). Each party understands that its employees will not be treated as the other party's employees for federal tax purposes, and that all liability for payments, withholdings and benefits, remains with that party. Each party shall exercise control over the means and manner in which that party, and its employees perform the work that is set forth in this Agreement. Neither party has the power or authority to bind (legally or equitably), in any manner whatsoever the other party in any promise, agreement, or representation, other than as specifically provided for in this Agreement.

15. **COORDINATION OF DEFENSES.** In the event a medical malpractice claim or lawsuit is filed against both the County and the Provider, every effort will be made by the parties hereto to coordinate the defense of said claim or lawsuit. This section shall be without prejudice to (1) the ability of the County and the Provider to determine their respective litigation strategies and defenses, and (2) the prosecution of any claims which the County or the Provider may have against each other and shall not require coordination or cooperation in the event of such claims.
16. **RISK MANAGEMENT.** The County and the Provider agree to cooperate in risk management decision-making to seek mutually satisfactory resolution of risk management issues.
17. **MISCELLANEOUS.**
- a. This Agreement shall be construed, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the state of Florida. Venue shall lie in St. Johns County, Florida.
 - b. Neither this Agreement nor any of the rights hereunder shall be assignable by either party without the express written approval of the other party.
 - c. Any notice required to be given hereunder shall be in writing and may be delivered personally or shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties at their respective address indicated below, or at any address as may have been specified by either party.

If to the Provider:

St. Vincent's Mobile Health Outreach Ministry
2591 Oak Street
Jacksonville, FL 32204
Attention: Stella Mouzon, RN, Manager

If to the County:

St. Johns County
500 San Sebastian View
St. Augustine, FL 32084
Attention: Jerry Cameron, Assistant County Administrator
 - d. This Agreement constitutes the entire agreement between the parties and supersedes all agreements, representations, understandings, or promises, whether oral or written, with respect to the subject matter hereof. This Agreement may not be altered, amended, or modified except by a writing signed by both parties.
 - e. No consent or waiver, express or implied, by a party hereto of any breach or default by the other party in the performance by such other party of its other obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the

performance by such other party. The giving of consent by a party in any one instance shall not limit or waive the necessity to obtain such party's consent in any future instance.

- f. If any provisions of the agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provisions shall be fully severable and this Agreement, to the extent possible and without destroying the intent of this Agreement, be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision. There shall be added automatically as a part of this agreement a legal, valid and enforceable provision as similar as possible in terms to such illegal, invalid or unenforceable provision.

In witness whereof, the parties have set their hands and seals.

**ST. VINCENT'S
MEDICAL CENTER, INC.**

ST. JOHNS COUNTY

Scott Whalen, Ph.D., CEO

Michael D. Wanchick, County Administrator

Date

Date

WITNESS:

ATTEST: Cheryl Strickland, Clerk

By: _____

By: _____

Date _____

Deputy Clerk

Date _____

WITNESS:

By: _____

Date _____

Exhibit A to Contract

Insurance Requirements - Minor Contract for Service

The contract price will not exceed \$25,000 and there are no unusual hazards present.

Insurance Requirements. Each party to the Agreement shall maintain the following insurance coverages:

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- b) Commercial general liability – coverage shall provide minimum limits of liability of \$500,000 per occurrence, \$1,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 - a. Premises/operations
 - b. Products/complete operations
 - c. Contractual liability
 - d. Independent contractors
- c) Business auto liability – coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - a. Owned autos
 - b. Hired autos
 - c. Non-owed autos

Special Requirements

- a) Prior to execution of a contract, a certificate of insurance will be provided by Provider to St. Johns County that shall provide for the following:
 - a. **St. Johns County will be named as additional insured on both the commercial general liability and business auto liability policies but only for damages caused in whole or in part by the negligence of Provider.**
 - b. St. Johns County will be given thirty (30) days notice prior to cancellation of any stipulated insurance maintained by Provider.
- b) Prior to execution of a contract, a certificate of insurance will be provided by St. Johns County to Provider that shall provide for the following: Provider will be given thirty (30) days notice prior to cancellation of any stipulated insurance maintained by St. Johns County.
- c) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- d) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.
- e) To the extent St. Johns County seeks coverage as an additional insured on a policy maintained by Provider, St. Johns County shall provide prompt written notice to Provider

of any claims; assist in the investigation, settlement, and defense of claims; and transfer rights of recover to Provider or its insurer.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

Exhibit B

HIPAA Business Associate Agreement

This Business Associate Agreement (“BAA”) between St. Vincent’s Medical Center, Inc., (“Provider”) and St. Johns County, Florida (“County”) is part of the Agreement between the parties for SVMC to provide services at County’s health clinic (“Agreement”).

Whereas, County will store medical records of SVMC that include Protected Health Information (“PHI”) (as defined in 45 C.F.R. § 164.501) to County that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”);

Whereas, SVMC is a “Covered Entity,” as that term is used in the HIPAA implementing regulations – 45 C.F.R. Part 160 and Part 164, Subparts A and E, the Standards for Privacy of Individually Identifiable Health Information (“Privacy Rule”) and 45 C.F.R. Part 160 and Part 164, Subparts A and C, Security Standards for the Protection of Electronic Protected Health Information (“Security Rule”); and

Whereas, County is a “Business Associate” as that term is used in the Privacy Rule and the Security Rule;

Whereas, SVMC is required to obtain assurances from its Business Associates that they will comply with certain restrictions and conditions related to PHI.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. Definitions. Unless otherwise provided in this BAA, capitalized terms have the same meanings as set forth in the Privacy Rule and the Security Rule. The Effective Date of this BAA shall be the earlier of the first date SVMC provided PHI to Business Associate or the date the Agreement. As used in this BAA, “PHI” includes PHI in any form, including electronic or hard copy.
2. Scope of Use and Disclosure by County of Protected Health Information. County may:
 - A. Use or disclose the PHI to perform functions, activities, or services for, or on behalf of, SVMC only as specifically permitted in the Agreement, provided that such use or disclosure would not violate the Privacy Rule or the Security Rule if done by SVMC;
 - B. Use the PHI for its proper management and administration only as specifically permitted in the Agreement and to fulfill any legal responsibilities of County; and
 - C. Disclose the PHI to a third party only as specifically permitted in the Agreement for the purpose of County’s proper management and administration or to fulfill any legal responsibilities of County; provided, however, that the disclosures are required by law or that County has received from SVMC specific written authorization to make such disclosures and has received from the third party written assurances that (i) the information will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party; and (ii) the third party will notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached.
3. Obligations of County. In connection with its use and disclosure of PHI, County agrees that it will:
 - A. Protect the confidentiality of the PHI;

- B. Use or further disclose PHI only as permitted or required by this BAA or as required by law;
- C. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this BAA;
- D. Mitigate any harmful effect that is known to County of a use or disclosure of PHI by County in violation of this BAA;
- E. Request from SVMC and use and disclose only the minimum necessary PHI to perform its services under the Agreement;
- F. Report to SVMC immediately any use or disclosure of PHI not provided for by this BAA or Security Incident of which County becomes aware;
- G. Require contractors, subcontractors, or agents to whom County provides PHI to agree in writing to the same restrictions and conditions that apply pursuant to this BAA;
- H. Subject to applicable privileges, make available to the Secretary of Health and Human Services ("Secretary") its internal practices, books and records relating to the use and disclosure of PHI for purposes of determining SVMC's compliance with the Privacy Rule;
- I. Within ten (10) days of receiving a request from SVMC, make available the information necessary for SVMC to make an accounting of disclosures of PHI about an individual in accordance with 45 C.F.R. § 164.528, which information includes (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known the address of such entity or person, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure;
- J. Within ten (10) days of receiving a written request from SVMC, make available PHI necessary for SVMC to respond to individuals' requests for access to PHI about them in the event that the PHI in County's possession constitutes a Designated Record Set;
- K. Within ten (10) days of receiving a written request from the SVMC, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in the County's possession constitutes a Designated Record Set;
- L. To the extent it is transmitting any HIPAA Transactions for SVMC, ensure the format and structure of such transmissions shall be in compliance with the Transaction Standards; provided, it is SVMC's responsibility to ensure that appropriate Code Sets are used in the coding of services and supplies;
- M. Utilize commercially reasonable efforts to implement administrative, technical, and physical safeguards and policies and procedures to comply with the Privacy Rule and Security Rule that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that County creates, receives, maintains, or transmits on behalf of SVMC; and
- N. Ensure that County's agents, including subcontractors, who receive PHI agree to implement reasonable and appropriate safeguards to protect such information.

4. Obligations of SVMC. SVMC agrees that it:
 - A. Will promptly notify County of any restrictions on the use and disclosure of PHI about individuals that the SVMC has agreed to that may affect County's use or disclosure of PHI; and
 - B. Will promptly notify County of any change(s) in, or revocation of, permission by an individual to use or disclose PHI of which it is aware, if such change(s) or revocation may affect County's use or disclosure of PHI.

5. Termination.
 - A. In the event SVMC determines that County has breached a material term of this BAA, SVMC may terminate this BAA and the Agreement. SVMC may terminate this BAA without cause at any time upon five (5) days written notice.
 - B. Upon the conclusion of the engagement or the termination the Agreement, County will return or destroy the PHI received from SVMC, or created or received by the County on behalf of SVMC. County shall retain no copies of such PHI. If such return or destruction is not feasible, as mutually determined by the parties, County will extend the protections of this BAA to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

6. Amendment. The parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for the parties to comply with the requirements of the Privacy Rule and the Security Rule.

7. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

8. Interpretation. Any ambiguity in this BAA shall be resolved to permit SVMC to comply with the Privacy Rule and the Security Rule. Except as expressly permitted in this Agreement, County shall not use or disclose any information provided by, or anything derived from information provided by, SVMC.