

RESOLUTION NO. 2010 - 299

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ON BEHALF OF THE ST. JOHNS COUNTY MENTAL HEALTH DEPARTMENT ACCEPTING THE AGREEMENT BETWEEN ST. JOHNS COUNTY AND NORTHEAST FLORIDA SAFETY COUNCIL, INC. AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

WHEREAS, Northeast Florida Safety Council, Inc. wishes to enter into an agreement effective the date signed by both parties and continuing in effect until December 31, 2011, and

WHEREAS, the purpose of the Agreement is to assist the Northeast Florida Safety Council in referring DUI clients to the St. Johns County Health and Human Services Department for treatment.

WHEREAS, the Agreement with the Northeast Florida Safety Council, Inc. is attached and incorporated as an Exhibit to the Authorizing Resolution, and

WHEREAS, the County has reviewed the proposed Agreement, and determined that such Agreement serves the current interests of the County.

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 contract with Northeast Florida Safety Council, Inc. and authorizes the County Administrator to execute the contract on behalf of the County.

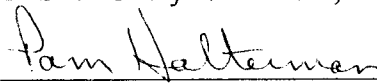
3. To the extent that there are typographical or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 21 day of December 2010.

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

By: 
J. Ken Bryan, Chairman

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 12/28/10



QUALIFIED SERVICE ORGANIZATION AGREEMENT

In order to provide services for certain DUI Clients (“Clients” or “Client”) **ST. JOHNS COUNTY on behalf of ST. JOHNS COUNTY HEALTH and HUMAN SERVICES DEPARTMENT** (The “Treatment Agency”) and the **Northeast Florida Safety Council, Inc.** (“NEFSC”) in consideration of the material agreements herein, agree as follows:

1. NEFSC may at its sole option and in consulting with a Client recommend the Client to the Treatment Agency for Treatment pursuant to the terms of this Agreement.
2. Clients recommended to the Treatment Agency by the NEFSC will be provided services by the Treatment Agency in accordance with Florida Statute Ch. 396, 397, 458, 459, 490, or 491. Services provided **Must** be face-to-face contact. No “virtual” counseling or treatment by phone, e-mail, Internet, etc. will be acceptable
3. Treatment costs for services provided by the Treatment Agency to Clients shall be covered by separate fee agreements between the Client and the Treatment Agency and shall not in any way be the obligation of NEFSC.
4. The Treatment Agency will, on request, provide consultation services to NEFSC without compensation.
5. Both parties recognize their obligations under applicable federal and state laws and regulations regarding confidentiality of Client information as needed for the recommendation and for the treatment, and will maintain the confidentiality of such shared information.
6. NEFSC evaluation staff will provide a summary of evaluation findings and treatment recommendations for each Client to the Treatment Agency.
7. Should it appear to the Treatment Agency that a Client recommendation by NEFSC is not appropriate for their services or for the level of treatment recommended, the Treatment Agency agrees to contact the NEFSC to assure that all relevant information has been made available. The Client will not be informed until consensus has been reached between the Treatment Provider and the NEFSC. Should consensus not be reached, the client will be directed back to the NEFSC for further disposition.
8. The Treatment Agency will provide NEFSC with an admission date, an individualized treatment plan, monthly notification of client’s progress or any change in client’s status, and a discharge summary to include failure to comply or satisfactorily complete treatment at time of discharge.
9. The Treatment Agency will be responsible that a representative from their agency attend the Quarterly Treatment Provider’s Meeting at the Safety Council. If a representative from the Treatment Agency cannot attend the scheduled Quarterly Meeting, it is the responsibility of the Treatment Agency to schedule a face-to-face meeting with NEFSC in lieu of the Quarterly Meeting.

10. The Treatment Agency will be responsible for providing NEFSC with its current DCF or DPR or letter of Statutory Exemption license and assuring that NEFSC is updated as licenses are renewed. NEFSC cannot recommend a Client to the Treatment Agency should the license expire or be revoked.
11. To the extent permitted by law, the Treatment Agency shall indemnify and hold NEFSC harmless from any and all claims that relate to treatment provided by the Treatment Agency or to any Client referred by NEFSC to the Treatment Agency.
12. NEFSC offers the Programs: Basic Driver Improvement, Advanced Driver Improvement, DUI Level I and II, DUI Special Supervision and the Traffic Law and Substance Abuse Courses. The Treatment Agency agrees that in consideration of NEFSC entering into this Agreement that the Treatment Agency and all affiliated organizations, owners, shareholders, partners, officers, directors, employees, and agents agree not to engage in the business of offering any of the Programs currently offered by NEFSC within 100 miles of any geographical area where NEFSC offers such programs at any time during the term of this Agreement and for one year following termination of this Agreement.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation instituted hereunder shall be Duval County, Florida.
14. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid or unenforceable in any respect (i) such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and (ii) this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.
15. This Agreement shall continue in effect until December 31, 2011 or until revoked, in writing, by either of the parties hereto with or without notice.

EXECUTED THIS _____ DAY OF _____, 2010

By: _____
Northeast Florida Safety Council

By: _____
St. Johns County Administrator

By: _____
Printed Name