

RESOLUTION NO. 2010 - 65

**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 THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, FOR THE BENEFIT OF THE COLLEGE OF MEDICINE, UNIVERSITY OF FLORIDA (UNIVERSITY) AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.**

**WHEREAS**, the University wishes to enter into an agreement effective the date signed by both parties and continuing in effect until terminated by either party, and

**WHEREAS**, the purpose of the Agreement is to allow St. Johns County to become a participating Provider in the University's Pediatric Integrated Care System (ICS) to provide health care services to children who qualify for same, and

**WHEREAS**, the Agreement with the University is attached and incorporated as an Exhibit to the Authorizing Resolution, and

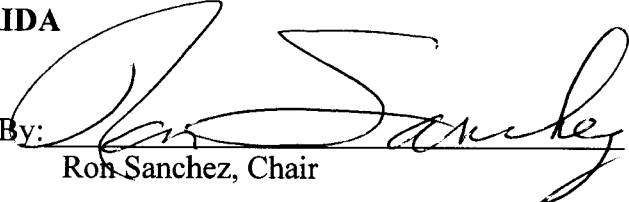
**WHEREAS**, the County has reviewed the proposed Agreement, and determined that such Agreement is in the long-term interests of the County.

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

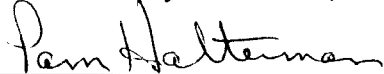
1. The above recitals are incorporated by reference into the body of this resolution and such recitals are adopted as Findings of Fact.
2. The Board of County Commissioners of St. Johns County, Florida, hereby approves the contract with the University and authorizes the County Administrator to execute 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 16<sup>th</sup> day of March 2010.

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

By:   
Ron Sanchez, Chair

ATTEST: Cheryl Strickland, Clerk

By:   
Deputy Clerk

RENDITION DATE 3/18/10



**ICS AGREEMENT  
BETWEEN  
THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES  
AND  
SPECIALTY CARE PROVIDER TITLE XXI**

This Agreement ("Agreement") is entered into by and between The University of Florida Board of Trustees ("University"), for the benefit of the Department of Pediatrics, College of Medicine, University of Florida, and St. Johns County ("Provider").

The State of Florida Department of Health, Children's Medical Services ("CMS") Program office has entered into an agreement with University, pursuant to which University has established a Pediatric Integrated Care System (ICS) which will provide or arrange to provide a specified array of health care services ("Covered Benefits") to Children with Special Health Care Needs who qualify for services under Title XXI of the Social Security Act ("Members").

The University and Provider enter into this Agreement so that Provider may provide Covered Benefits to Members as a participating Provider in the University's ICS Provider network in compliance with the terms of the University/CMS contract and as directed by University. This Agreement will commence on August 1, 2006 and remain in effect until terminated by either party. Either party may terminate this Agreement at any time, without cause, by giving ninety (90) days prior written notice to the other party.

1. Provider shall provide specialty physician services to Members who are enrolled in the ICS. Specialty physician services are those Covered Benefits included in the Medicaid Benefit Package.
2. Provider hereby represents and warrants that Provider, including all of the Provider's staff as reported in accordance with **Exhibit A**, attached hereto and incorporated in this Agreement, has and shall maintain clinical privileges in good standing at an accredited hospital throughout the term of this Agreement.
3. For each Member to whom Provider provides Covered Benefits, Provider shall generate a medical record in compliance with standard medical record requirements. Provider agrees to maintain a standard medical records file for six (6) years following the final specialty physician service, or as required by applicable State and Federal laws, rules, and regulations, for each Member to whom Provider provides Covered Benefits, and to guard against improper disclosure of a Member's individually identifiable health information.
4. Provider shall comply with the Utilization Management (UM) Program established by ICS. Compliance requires (i) use of only ICS network providers for primary care, hospital, specialty and ancillary services, (ii) accepting the ICS primary care provider's ("PCP's") role of gatekeeper by rendering services only upon referral of an ICS PCP, or upon administrative authorization of ICS, and (iii) sending to the ICS PCP copies of all records memorializing Member visits and results of procedures provided.
5. Provider shall participate in the Quality Improvement Program (QIP) established by ICS. Provider hereby permits ICS QIP staff, and possibly Department of Health staff, (i) to enter its premises for biennial site visits by QIP staff and (ii) to have access to patient records in order to ascertain evidence of standardized charting in medical records, maintaining a comprehensive record including results of referrals and other services rendered to Members, and maintaining patient confidentiality.
6. Provider agrees: (1) not to differentiate or discriminate in its provision of Covered Benefits to Members because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, disability or age, and (2) to render Covered Benefits to Members in the same manner, in accordance with the same standards and within the same time availability as offered to non-ICS patients and consistent with existing medical ethical/legal requirements for providing continuity of care to any patient.
7. Provider shall at all times during the term of this Agreement comply with all applicable federal, state, county, or municipal statutes or ordinances, all applicable rules and regulations of the Florida Department of

Business and Professional Regulation and/or of the appropriate health profession's Board within the Division of Medical Quality Assurance of the State of Florida Department of Health. Furthermore, Provider shall maintain compliance with the ethical standards of the American and Florida Medical Associations and/or, as applicable, with the ethical standards of the appropriate entity to which Provider is under ethical purview.

8. University will distribute and update from time to time, but at least annually, the ICS Provider Manual containing information regarding the Covered Benefits, referral process, ICS Utilization Management, Quality Improvement Plan, Grievance Procedure for providers and Members, out-of-network referrals, benefits not covered by ICS, and a current provider directory for all healthcare services offered by ICS. Provider shall comply with all requirements as set forth in this Agreement and the ICS Provider Manual, as updated and submitted to Provider.

9. Provider shall submit all invoices/claims formatted on a CMS 1500 form in a HIPAA compliant format to the third party administrator under contract with University (TPA) for purposes of the TPA paying such invoices/claims on behalf of ICS as set forth in **Attachment 1**, attached hereto and incorporated in this Agreement. Provider must submit invoices/claims within ninety (90) days of service delivery and must accurately provide all required information in order to be paid. If Provider wishes to resubmit or appeal a denied claim, that activity must be performed within sixty (60) days of Provider's receipt of the written rejection notice from the TPA. Invoices/claims not meeting the aforementioned guidelines may not be paid. Payment from University ICS, through the TPA, will be considered payment in full. Provider shall not bill Members, their families, or legal representative(s) for Covered Benefits rendered pursuant to this Agreement.

10. Notwithstanding any other provision of this Agreement, University shall have the right to terminate or suspend this Agreement immediately in the event that Provider is determined by ICS to be in violation of any provision and requirements of this Agreement, or of the referenced Provider Manual, or if Provider has been terminated or suspended from participation in the CMS Program due to a loss of credentialing, or has been charged or convicted of Medicare or Medicaid fraud, or other professional or criminal conduct. If ICS determines that Provider's violation poses an immediate risk to the health or well-being of Members and so notifies Provider, Provider shall be summarily and immediately suspended from providing services under this Agreement.

11. Nothing in this Agreement shall be construed or deemed to create a relationship between or among Provider and University or ICS of employer and employee or principal and agent, or any relationship other than that of independent contractors. By entering into this Agreement, neither party intends to accept liability to third parties for the acts or omissions of the agents, representatives or employees of the other party.

12. The parties may revise this Agreement at any time by written amendment, signed by the legal representatives of each party. All amendments shall be attached to and incorporated into this Agreement by reference.

13. Nothing in this Agreement is intended to create, nor shall it be construed to create, any responsibility or right in University or ICS to intervene in the way in which Provider exercises independent professional judgment, or with the manner, method, or means by which Provider provides Covered Benefits to Members. Provider shall be solely responsible for all medical advice and medical or health related services Provider renders under this Agreement.

14. This Agreement, together with incorporated attachments and referenced ancillary documents, such as the ICS Provider Manual, represents the entire agreement between University and Provider, and supersedes all representations, understandings, or agreements, oral or written, made prior to the execution of this Agreement.

15. Compliance with Deficit Reduction Act of 2005. In compliance with the Deficit Reduction Act of 2005 (DRA 2005), University had adopted a policy located at [http://www.med.ufl.edu/complian/debt\\_reduction\\_2005.html](http://www.med.ufl.edu/complian/debt_reduction_2005.html). Provider agrees, and shall require its subcontractors providing services under this Agreement to agree, to adopt and abide by this University policy.

(PROVIDER)

ST. JOHNS COUNTY

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, FOR THE BENEFIT OF THE COLLEGE OF MEDICINE, UNIVERSITY OF FLORIDA

By: \_\_\_\_\_ Date  
Michael D. Wanchick  
County Administrator  
St. Johns County

By: \_\_\_\_\_ Date  
Michael L. Good, M.D.  
Interim Dean  
College of Medicine  
The University of Florida

**ICS PROVIDER AGREEMENT BETWEEN  
THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES  
AND SPECIALTY CARE PROVIDER TITLE XXI**

**ATTACHMENT 1**

**Fee Schedule**

The ICS through the TPA will pay specialty care providers the prevailing Medicaid rate for all allowable services, as described by Medicaid and which follow the authorization and ICS utilization management policies and procedures.

Paper claims for services shall be submitted to:

**The University of Florida  
PO Box 10887  
Pensacola, FL 32524**

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THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES  
AND SPECIALTY CARE PROVIDER TITLE XXI**

**EXHIBIT A**

**PROVIDER PARTICIPATION AGREEMENT  
Community-based Physicians and Health Care Professionals**

**Provider's List – Identifying Information**

**PROVIDER:**

St. Johns County  
Complete Legal Name

596000825  
Tax ID Number

**I. Provider's Practice Sites.** List applicable practice sites (may attach additional sheet).

<b>Practice Site Name</b>	<b>Address</b>
St. Johns County Mental Health Department	1955 U.S. 1 South, Suite C-2, St. Augustine, FL 32086

**Address to which payment should be sent:**  
1955 U.S. 1 South, Suite C-2, St. Augustine, FL 32086

**II. Health Care Professionals.**

Provider agrees to provide ICS with a complete list of staff and their credentials prior to the execution of this Agreement. Moreover, Provider agrees to notify ICS immediately in writing if a staff member is leaving Provider's employment, or if a new staff member is being hired by Provider. Such Provider notice shall include the staff member's full name, degree or qualification, and the date of engagement or disengagement, as the case may be.

List group practice members or employees (do not include on-call substitutes) who are to be designated as Participating Providers (may attach additional sheet). List physician extenders who may participate in provision of care in connection with this Agreement.

Designation as a participating provider and/or practice site or participant hereunder shall be subject to Provider meeting all applicable credentialing requirements, acceptance by ICS, and Provider's acceptance of the terms of the Agreement. This Exhibit A shall not be effective unless accepted, signed, and dated by the University - ICS. If any information herein is incorrect, Provider must notify ICS immediately.

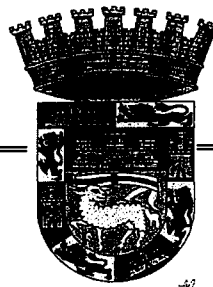
**Accepted by University – ICS:**

Michael L. Good, M.D.  
Interim Dean, College of Medicine  
University of Florida

# St. Johns County Board of County Commissioners

HEALTH AND HUMAN SERVICES  
Mental Health Department

1955 U.S. 1 North, Ste. C-2  
SAINT AUGUSTINE, FLORIDA  
32086



PHONE: (904) 209-6001  
FAX: (904) 209-6002

## St. Johns County Mental Health Department Staff Roster

January 4, 2010

James Berwick	LCSW
John Delzell	LMHC
Deborah Dungan	LMHC
Betty Goyings	LCSW
Carol Hooper	LCSW
Sam Lawless	LMHC
April Liddle	LCSW
Noelle Drygas	MA
Denice Hartman	MA
Sandra Jackson	LMHC
Thomas Mitchell	LCSW
Sharon O'Reilly	MA
Christine Paul	LMHC
Susan Reed	LCSW
Wendy Hughes	RLMHC
William Shetler	LCSW
Anthony Catoggio	BA
Rhonda Felder	BA
Renee Hopkins	BA
Maura Lacey	BA
Paula Pinkerton	BA
Shali Raymond	BA
Juanito Rosario	BA
Bonnie Peacock	BA
Laura Folk	BA
Michael Crawford	CBT
Babu Rankupalli	MD
Michael Haser	MD
Paula Stowell	ARNP
Lannus Rausch	RN



Res 2010-65

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
CONTRACTS / SUBCONTRACTS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

**INSTRUCTIONS**

1. Each provider whose contract/subcontract contains federal monies or state matching funds must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. DOH cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will consist of federal monies, to submit a signed copy of this certification.
7. The Department of Health may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's file. Subcontractor's certifications must be kept at the contractor's business location.

**CERTIFICATION**

- (1) The prospective provider certifies, by signing this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.
- (3) By initialing, Contract Manager confirms that prospective provider has not been listed in the EPLS database BAW Verification Date 12/16/2009

[Signature]  
Signature

3-18-10  
Date

Name: St. Johns County

Title:

Michael D. Wanchick  
County Administrator

08/06

**LEGALLY SUFFICIENT**  
[Signature]  
Date 3/19/10

