



RESOLUTION NO. 2011- 315

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND PUTNAM-ST. JOHNS BEHAVIORAL HEALTHCARE AND AUTHORIZING THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY**

**RECITALS**

**WHEREAS**, the Department Of Children and Families administers an initiative to implement a comprehensive, continuous and integrated system of treatment and care for individuals with co-occurring substance abuse and mental health disorders by contracting with local service providers; and

**WHEREAS**, the Department and the County entered into Contract Number NH210 (hereinafter "Contract") to provide community-based substance abuse and mental health services for children and adults of a target population as specifically described in Exhibit A of the Contract, entitled "Clients/Participants to be Served"; and

**WHEREAS**, the Contract provides for a three-year term beginning on July 1, 2009 and ending on June 30, 2012; and

**WHEREAS**, the Contract further provides for termination by either party without cause upon no less than thirty (30) calendar days notice; and

**WHEREAS**, on June 28, 2011, in accordance with the terms and conditions of the Contract, the County and the Department mutually agreed to terminate the Contract, thereby discontinuing substance abuse and mental health services to clients in the target population effective July 31, 2011; and

**WHEREAS**, in an effort to afford continuous treatment and care to clients in the target population, the Department subsequently entered into a contract with PSJBH to provide community-based substance abuse and mental health services effective August 1, 2011; and

**WHEREAS**, the Department, the County and PSJBH mutually seek to facilitate a fluid transition in providing continuous treatment and care to individuals in the target population, while acting in accordance with applicable state and federal provisions governing the use and disclosure of patient records and protected health information.

**WHEREAS**, the purpose attached Memorandum of Understanding (attached hereto and incorporated herein) and the attached Hold Harmless Agreement (attached hereto and

incorporated herein) is to set forth a cooperative agreement among service providers to carry our continuous treatment and care to individuals in St. Johns County.

**WHEREAS**, accepting the terms, conditions and provisions of the Memorandum of Understanding and the Hold Harmless 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 Memorandum of Understanding and the Hold Harmless Agreement between the St. Johns County, Florida, and Putnam-St. Johns Behavioral Healthcare, and authorizes the Chair of the Board of County Commissioners to execute the Memorandum and Understanding and the Hold Harmless Agreement on behalf of the County.

Section 3. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context 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 1<sup>st</sup> day of November, 2011.

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

Attest:

Ram Halterman  
Deputy Clerk

By:

J. Ken Bryan  
J. Ken Bryan, Chair

**RENDITION DATE** 11/3/11



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, made and executed this \_\_\_\_ day of \_\_\_\_\_, 2011, is entered into by and between ST. JOHNS COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "County"), and PUTNAM-ST. JOHNS BEHAVIORAL HEALTHCARE (hereinafter "PSJBH"), a licensed health care provider authorized to carry out treatment in the State of Florida.

### RECITALS

**WHEREAS**, the Department administers an initiative to implement a comprehensive, continuous and integrated system of treatment and care for individuals with co-occurring substance abuse and mental health disorders ("clients") by contracting with local service providers; and

**WHEREAS**, the Department and the County entered into Contract Number NH210 (hereinafter "Contract") to provide community-based substance abuse and mental health services for children and adults of a target population as specifically described in Exhibit A of the Contract, entitled "Clients/Participants to be Served"; and

**WHEREAS**, the Contract provides for a three-year term beginning on July 1, 2009 and ending on June 30, 2012; and

**WHEREAS**, the Contract further provides for termination by either party without cause upon no less than thirty (30) calendar days notice; and

**WHEREAS**, on June 28, 2011, in accordance with the terms and conditions of the Contract, the County and the Department mutually agreed to terminate the Contract, thereby discontinuing substance abuse and mental health services to clients in the target population effective July 31, 2011; and

**WHEREAS**, in an effort to afford continuous treatment and care to clients in the target population, the Department subsequently entered into a contract with PSJBH to provide community-based substance abuse and mental health services effective August 1, 2011; and

**WHEREAS**, the Department, the County and PSJBH mutually seek to facilitate a fluid transition in providing continuous treatment and care to clients in the target population, while acting in accordance with applicable state and federal provisions governing the use and disclosure of client records and protected health information.

**NOW THEREFORE**, in consideration of the foregoing Recitals and the mutual covenants set forth herein, the parties hereto agree as follows:

**Section 1. Purpose.**

The purpose of this Memorandum of Understanding is to establish a cooperative agreement to carry out continuous treatment and care to clients in the target population, subject to the terms and conditions of the Contract, and in accordance with state and federal provisions governing the use and disclosure of client records and protected health information.

**Section 2. Confidentiality of Client Information.**

The parties shall not use or disclose any information concerning a past or present recipient of community-based substance abuse or mental health services for any purpose prohibited by state or federal law or regulations, except with the written consent of a person legally authorized to give such consent or when authorized by law.

**Section 3. Responsibilities.**

**A. The Department:**

Within five (5) working days of the execution of this Memorandum of Understanding, the Department shall provide the County written notice of the contractual agreement with PSJBH to provide substance abuse and mental health treatment and care to clients in the target population.

**B. The County:**

(1) The County shall retain all client records pertinent to the Contract for a period of six (6) years after termination of the Contract or longer when required by law.

(2) Upon receipt of the notice required in Section 3.A, the County shall facilitate the duplication and transfer of client records to PSJBH during the required retention period in order to carry out treatment.

(3) The County shall facilitate the duplication and transfer of client records to PSJBH in accordance with applicable state and federal provisions, including, but not limited to ss. 119.07, 119.071, 397.501(7), 394.4615, 414.295, F.S. and 45 C.F.R. Parts 160, 162 and 164.

(4) Within five (5) working days of the execution of this Memorandum of Understanding, the County shall designate personnel to act as its representative(s) for duplication and transfer of client records and shall notify PSJBH of the name(s) and contact information. Duplication and transfer of client records to carry out treatment shall be restricted to the designated representatives.

**C. PSJBH:**

(1) PSJBH affirms and expressly notes that any duplication and/or transfer of client records provided for under this Memorandum of Understanding shall be solely for the purpose of carrying out treatment. PSJBH further affirms and expressly notes that all requests to the County for use and disclosure of client records shall be made in compliance with applicable Local, State and Federal law.

(2) Within five (5) working days of the execution of this Memorandum of Understanding, PSJBH shall designate personnel to act as its representative(s) for duplication and transfer of client records and shall notify the County of the name(s) and contact information. Duplication and transfer of client records to carry out treatment shall be restricted to the designated representatives.

**Section 3. Effective and Ending Dates.**

This Memorandum of Understanding shall be effective **August 01, 2011**. It shall end at 11:59 p.m., Eastern Standard Time, on **August 1, 2023**.

**Section 4. Amendments or Modifications.**

The parties acknowledge that this Memorandum of Understanding constitutes their complete agreement and understanding. The parties further acknowledge that any change, amendment, modification or revision of this Memorandum of Understanding, shall be in writing and shall be executed by duly authorized representatives of each party.

**Section 5. Access to Records.**

The access to, disclosure, non-disclosure or exemption of records, data, documents and or materials associated with the provision of community-based substance abuse and mental health services shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable provisions of State and Federal law. It is expressly understood that use and disclosure of protected health information is controlled by and subject to the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d) as well as all rules and regulations promulgated thereunder (including but not limited to 42 C.F.R §2.1, *et seq.*; 45 C.F.R. Parts 160, 162, and 164).

**Section 6. Compliance with Local, State and Federal Law.**

The parties shall, where applicable, abide by and comply with all applicable laws, rules, regulations, orders and policies of the County, State and Federal governments.

**Section 7. Dispute Resolution.**

The parties agree to cooperate in resolving any differences in interpreting this Memorandum of Understanding. If the parties' good faith efforts to resolve the dispute fail, the parties hereby reserve all of their rights and remedies under Florida law.

**Section 8. Governing Law.**

This Memorandum of Understanding shall be construed according to the laws of the State of Florida, including Florida provisions for conflict of laws.

**Section 9. Severability.**

If any word, phrase, sentence, part, subsection, section or other portion of this Memorandum of Understanding, or any application thereof, is declared invalid or unenforceable by a court of competent jurisdiction, then such phrase, sentence, part, subsection, section or other portion of this Memorandum of Understanding, or the proscribed application thereof, shall be severable and have no affect on the remaining provisions and applications thereof.

**Section 10. Notices.**

Any notice to the County required under this Memorandum of Understanding shall be in writing, and delivered either by hand (receipt of delivery required), or by certified mail to:

St. Johns County Health and Human Services Center  
Attn: Thomas P. Mitchell, Compliance Coordinator  
1955 U.S. 1 South, Suite 100  
St. Augustine, FL 32086

Any notice to PSJBH required under this Memorandum of Understanding shall be in writing, and delivered either by hand (receipt of delivery required), or by certified mail to:

Kathryn Walburn, Administrator  
Putnam-St. Johns Behavioral Healthcare  
330 Kay Larkin Drive  
Palatka, Florida 32177

with copies to:

Caron Speas, Esquire  
Caron Speas, P.A.  
613 St. Johns Avenue, Suite 203  
Palatka, FL 32177

All other correspondence may be delivered, disseminated, and/or submitted by any means acceptable to the parties, specifically including e-mail and fax.

**Section 11. Authority to Execute.**

Each party covenants to the other parties that it has lawful authority to enter into this Memorandum of Understanding and has authorized the execution of this Memorandum of Understanding by the party's authorized representative.

**IN WITNESS THEREOF**, the parties hereto have caused this Memorandum of Understanding to be executed by their undersigned officials as duly authorized.

**ST. JOHNS COUNTY**

Signature: \_\_\_\_\_

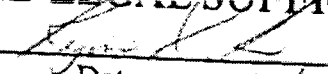
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Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

  
\_\_\_\_\_

Date: 10/2/11

Office of County Attorney  
St. Johns County, Florida

**PUTNAM-ST. JOHNS BEHAVIORAL HEALTHCARE**

Signature: \_\_\_\_\_

Print/Type: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## HOLD HARMLESS AGREEMENT

This Hold Harmless and Indemnification Agreement (hereinafter "Agreement"), made and executed this \_\_\_\_ day of \_\_\_\_\_, 2011, is entered into by and between ST. JOHNS COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "County"), and PUTNAM-ST. JOHNS BEHAVIORAL HEALTHCARE (hereinafter "PSJBH"), a licensed health care provider authorized to carry out treatment in the State of Florida.

### RECITALS

**WHEREAS**, the Florida Department of Children and Families (hereinafter "DCF") administers an initiative to implement a comprehensive, continuous and integrated system of treatment and care for individuals with co-occurring substance abuse and mental health disorders ("clients") by contracting with local service providers; and

**WHEREAS**, DCF entered into Contract Number NH210 (hereinafter "Contract") to provide community-based substance abuse and mental health services for children and adults of a target population as specifically described in Exhibit A of the Contract, entitled "Clients/Participants to be Served"; and

**WHEREAS**, the Contract provides for a three-year term beginning on July 1, 2009 and ending on June 30, 2012; and

**WHEREAS**, the Contract further provides for termination by either party without cause upon no less than thirty (30) calendar days notice; and

**WHEREAS**, on June 28, 2011, in accordance with the terms and conditions of the Contract, the County and DCF mutually agreed to terminate the Contract, thereby discontinuing substance abuse and mental health services to clients in the target population effective July 31, 2011; and

**WHEREAS**, in an effort to afford continuous treatment and care to clients in the target population, DCF subsequently entered into a contract with PSJBH to provide community-based substance abuse and mental health services effective August 1, 2011; and

**WHEREAS**, DCF, the County and PSJBH have diligently worked to facilitate a fluid transition in providing continuous treatment and care to clients in the target population; and

**WHEREAS**, in light of the nature and scope of the substance abuse and mental health services previously provided by the County, and now provided by PSJBH, the County and PSJBH, respectively, seek to enter into an agreement regarding an appropriate designation of responsibilities stemming from the provision of such services.

**NOW THEREFORE**, in consideration of the foregoing Recitals and the mutual covenants set forth herein, the parties hereto agree as follows:



**SECTION 1. Effect of Recitals.**

The above Recitals are incorporated into the body of this Agreement, and said Recitals are adopted as Findings of Fact.

**SECTION 2. Indemnification.**

A. To the extent permitted by Florida Law, the County shall indemnify, defend, and hold PSJBH harmless from and against all claims and reasonable costs stemming from, or associated with, the County's treatment and care as provided under the Contract up to and until July 31, 2011.

B. It is expressly noted and understood that the County shall not indemnify, defend and/or hold PSJBH harmless from and against any claims or costs stemming from, or associated with, PSJBH's treatment and care as provided under any contract by and between PSJBH and DCF occurring anytime after July 31, 2011.

C. To the extent permitted by Florida Law, PSJBH shall indemnify, defend, and hold the County harmless from, and against, all claims and reasonable costs stemming from, or associated with, PSJBH's treatment and care as provided under any contract by and between PSJBH and DCF occurring on or any time after August 1, 2011.

**SECTION 3. Relationship of the County and PSJBH.**

This Agreement shall not be deemed or construed to create any agency relationship, partnership (limited or otherwise), association, or joint venture between the County and PSJBH.

**SECTION 4. Amendments to this Agreement.**

Both the County and PSJBH acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further, both the County and PSJBH acknowledge that any change, amendment, modification, or revision of this Agreement shall be in writing, and shall be executed by duly authorized representatives of both the County, and PSJBH.

**SECTION 5. Access to Records.**

The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. It is specifically understood that access to protected health information as defined in the Health Insurance Portability and Accountability Act (hereinafter "HIPAA"), is controlled by, and subject to, the provisions of HIPAA as well as all regulation promulgated thereunder. Access to such records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

**SECTION 6. Governing Law and Venue.**

This Agreement shall be construed according to the laws of the State of Florida, including Florida provisions for conflict of laws. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

**SECTION 7. Severability.**

If any word, phrase, sentence, part, subsection, section or other portion of this Agreement, or any application thereof, is declared invalid or unenforceable by a court of competent jurisdiction, then such phrase, sentence, part, subsection, section or other portion of this Agreement, or the proscribed application thereof, shall be severable and have no affect on the remaining provisions and applications thereof.

**SECTION 8. Notices.**

Any notice to the County required under this Agreement shall be in writing and delivered either by hand (receipt of delivery required), or by certified mail to:

St. Johns County Health and Human Services Center  
Attn: Thomas P. Mitchell, Compliance Coordinator  
1955 U.S. 1 South, Suite 100  
St. Augustine, FL 32086

Any notice to PSJBH required under this Agreement shall be in writing and delivered either by hand (receipt of delivery required), or by certified mail to:

Kathryn Walburn, Administrator  
Putnam-St. Johns Behavioral Healthcare  
330 Kay Larkin Drive  
Palatka, Florida 32177

with copies to:

Caron Speas, Esquire  
Caron Speas, P.A.  
613 St. Johns Avenue, Suite 203  
Palatka, FL 32177

All other correspondence may be delivered, disseminated, and/or submitted by any means acceptable to the parties, specifically including e-mail and fax.

**SECTION 9. Authority to Execute.**

Each party covenants to the other parties that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

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**IN WITNESS THEREOF**, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

**ST. JOHNS COUNTY**

Signature: \_\_\_\_\_

Print/Type:

Name: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

  
\_\_\_\_\_

Date: 11/22/11

Office of County Attorney  
St. Johns County, Florida

**PUTNAM-ST. JOHNS BEHAVIORAL HEALTHCARE**

Signature: \_\_\_\_\_

Print/Type:

Name: \_\_\_\_\_

Title:

Date: \_\_\_\_\_