## RESOLUTION NO. 2014-<u>353</u>

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A MEMORANDUM OF UNDERSTANDING BETWEEN ST. JOHNS COUNTY, FLORIDA, AND LSF HEALTH SYSTEMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE COUNTY

**WHEREAS**, LSF Health Systems and St. Johns County (on behalf of St. Johns Community Based Care - Family Integrity Program) are committed to working together for improving the outcomes for children and families involved in the child welfare system who are in need of substance abuse and mental health services; and

**WHEREAS**, LSF Health Systems and St. Johns County (on behalf of St. Johns Community Based Care Family Integrity Program) have developed a Memorandum of Agreement setting forth the terms of their working relationship and are committed to the use of services based on Evidence Based Practices; and

**WHEREAS**, St. Johns County has reviewed the terms, provisions, conditions, and requirements of the Memorandum of Agreement; and

**WHEREAS**, St. Johns County has determined that accepting the terms of the Memorandum of 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:

- **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 approves the terms, provisions, conditions, and requirements of the Agreement between St. Johns County, Florida, and LSF Health Systems and authorizes the County Administrator, or his designee, to execute the agreement on behalf of the County.
- **Section 3.** To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, 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 2 day of 12.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

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RENDITION DATE 12/10/14

ATTEST; Cheryl Strickland, Clerk

By: Kam Hall Deputy Clerk



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU" or "Partnership Agreement") is entered into by and between LSF Health Systems (Contractor), Managing Entity, and St. Johns County (County), a political subdivision of the state of Florida (collectively, "Agencies").

#### I. PURPOSE

The purpose of this Memorandum is to establish a formal partnership with shared vision and values for improving the outcomes for children and families involved in the child welfare system who are in need of substance abuse and mental health services.

## II. SHARED MISSION AND VISION

LSF Health Systems is a not for profit corporation tasked by the Department of Children and Families to be the Managing Entity for Northeast Florida. The Managing Entity is incorporated to maximize direct service dollars, to ensure and enhance the accountable, effective, and efficient use of state and local resources, to expand service capacity, and to offer the highest possible quality of care to every person service.

LSF Health Systems' vision is to promote a comprehensive, seamless system of recovery and resiliency, while prioritizing families involved in the child welfare system with an emphasis on reunification and maintaining the intact family unit.

#### III. SHARED VALUES

#### COLLABORATION

Both agencies are committed to working together across boundaries and sharing solutions and innovative ideas that benefit the delivery of services.

#### TIMELINESS OF SERVICE DELIVERY

Both agencies are committed to identifying and removing barriers to timeliness of service delivery.

#### COORDINATION OF CARE

Both agencies believe that a high level of coordinated care will lead to high quality outcomes.

## PREVENTION AND FAMILY PRESERVATION STRATEGIES

Both agencies believe that effective prevention and family preservation activities serve as viable means to strengthen families and reduce the need for mental health and substance abuse intervention and treatment.

## USE OF EVIDENCE BASED PRACTICES

Both agencies are committed to the use of services based on Evidence Based Practices. These services should be accessible, flexible, consumer-focused, family-centered, culturally and linguistically competent, gender responsive, trauma-informed, and address co-occurring disorders.

#### IV. PARTNERSHIP AGREEMENT

LSF Health Systems and a representative from St. Johns County Family Integrity Program will convene monthly to ensure the conditions of the Partnership Agreement are being fulfilled by both parties.

## a. St. Johns County Family Integrity Program agrees to:

- Work collaboratively with LSF Health Systems to develop, implement and/or maintain a substance abuse and mental health system of care that is responsive to the need for services for families served by the child welfare system.
- 2. Ensure that St. Johns County Family Integrity Program and case management organizations work collaboratively with LSF Health Systems' network of providers in planning and facilitating substance abuse and/or mental health services for families served by the child welfare system.
- 3. Ensure that substance abuse and mental health recommendations are incorporated into the family's case plan.
- 4. Provide training and technical assistance regarding child welfare functions, procedures, and the child welfare system of care to LSF Health Systems' network of providers on an as needed basis.
- 5. Provide co-location/housing for providers, such as the FIS Programs, if the need is identified by LSF Health Systems and the Department, as it relates to the implementation of the Safety Methodology.

## b. LSF Health Systems agrees to:

1. Develop, implement and maintain a substance abuse and mental health system of care in collaboration with St. Johns County Family Integrity Program that is responsive to the needs of families served by the child welfare system.

- Work collaboratively with St. Johns County Family Integrity Program for coordination of services on all cases jointly served by the provider network and the child welfare system.
- 3. Support and give preference to eligible children and families involved in the child welfare system with the understanding that LSF Health Systems is the payer of last resort. Upon verification that other potential funding sources (i.e. Medicaid or private insurance) are exhausted or unavailable, LSF Health Systems will support reimbursement for services.
- 4. Provide training and technical assistance in mental health and substance abuse functions, procedures, and system of care to St. Johns County Family Integrity Program, its case management organizations, providers and foster parents on an as needed basis.
- Provide guidance and support to the FIS Program in the process of colocating the provider with Family Integrity Program, and any of its case management organizations, when approved to do so by the Department.

### V. OTHER PROVISIONS

#### a. Insurance

1. The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

## Certificate Holder Address:

St. Johns County, a political subdivision of the State of Florida 500 San Sebastian View St. Augustine, FL 32084 Standard Contract for Service: \$500,000 or less with no unusual hazards The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

The CONTRACTOR shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and nonowned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by a CONTRACTOR.

The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as required by Florida law.

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

## VI. SIGNATURES

Upon signature, this Memorandum shall remain in effect until modified or terminated by the signatories. If any signatory of this Memorandum determines that its terms will not or cannot be carried out or that an amendment to its terms must be made, that party shall consult with the other parties to develop an amendment to this Memorandum. Any revisions will be effective on the date the Memorandum is signed by all of the original signatories or their delegates.

Signature	Date	Signature	Date	
Print Name	rint Name		Print Name	
County Administrator		President/ Chief Executive Officer		
St. Johns County		Managing Entity		

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