

RESOLUTION 2020 - 458

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN ST JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS AND FLAGLER HOSPITAL, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

WHEREAS, St. Johns County is providing funds to Flagler Hospital, a non-profit organization, in an amount not to exceed one hundred twenty thousand dollars (\$120,000.00), for the purpose of coordinating care for the targeted population of adult patients diagnosed with serious mental illness (SMI); and,

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the Agreement; and

WHEREAS, the County has determined that accepting the terms of the 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 approves the terms, conditions, and requirements of the Agreement between the St. Johns County, Florida, and Flagler Hospital, in an amount not to exceed \$120,000, and hereby authorizes the County Administrator, or designee, to execute the Agreement on behalf of St. Johns County.

Section 3. To the extent that there are typographical, administrative, or scrivener's errors that do not change the tone, tenor, or context of this resolution, then this resolution may be revised without further action by the Board of County Commissioners.

Section 4. This resolution shall be effective upon its adoption by the Board.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 17th day of November, 2020.

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

By: Henry Dean

Henry Dean, Vice Chairman

ATTEST: Brandon J. Patty

By: Pam Halterman
Clerk of the Circuit Court & Comptroller

RENDITION DATE 11/19/20



**MEMORADUM OF UNDERSTANDING
BETWEEN
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
AND
FLAGLER HOSPITAL**

THIS MEMORANDUM OF UNDERSTANDING (this "Memorandum") is entered into and effective as of October 1, 2020 (the "Effective Date") and is by and between FLAGLER HOSPITAL, INC., a Florida not-for-profit corporation whose principal business address is 400 Health Park Boulevard, St. Augustine, Florida 32086 (the "Hospital"), and ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision in the State of Florida, whose principal business address is 500 San Sebastian View, St. Augustine, Florida 32084 ("SJC").

PRELIMINARY STATEMENT

The Hospital and SJC desire to work cooperatively to ensure that St. Johns County, Florida adult behavioral health patients diagnosed with serious mental illness ("SMI"), including but not limited to co-occurring substance abuse and medical conditions, will be able to access and receive coordinated behavioral health care. Data and literature review of this target population suggests increased incidence of emergency department visits and inpatient admissions are at a greater cost to the health care system. These additional risk factors include but are not limited to: insufficient family/social support, non-adherence to treatment plans, barriers to health care access, and decreased or lack of ability to navigate the health care system.

With the execution of this Memorandum, and with the intent to reduce the overall incidence of emergency department visits, inpatient admissions and re-admissions, by the SMI population, Flagler Hospital will coordinate care for this targeted population of adult SMI patients. Interventions will include:

- Monitoring of mental health symptoms;
- Referring and coordinating access to physical, mental, and social supportive health services; and
- Teaching patients/families to access the existing network of community-based services.

NOW, THEREFORE, mutual agreements contained herein, the parties do hereby agree as follows;

HOSPITAL RESPONSIBILITIES

The Hospital shall be responsible for:

1. Establishing and operating the Integrated Care Team Behavioral Health Care Coordinators

(ICTBHCC);

2. Maintenance of required documentation to secure on-going financial support for the ICTBHCC;
3. The Hospital shall use reasonable efforts to determine a patient's eligibility for and to secure coverage for ICTBHCC services through Medicare, Medicaid, and any other third party payers, and to the extent the Hospital is able to secure payment for services furnished to a ICTBHCC patient through Medicare, Medicaid, or third party insurance, costs of services furnished to such identified patient shall not be reflected or included in the Invoices submitted to SJC.
4. Individuals enrolled in care coordination are expected to have a reduction in admissions to acute levels care. Providers are expected to maintain a recidivism rate for acute levels of care at or below 8.2% for consumers enrolled in care coordination.
5. State Mental Health Treatment Facility Discharges (SMHTF) will be discharged from the SMHTF to the community within 30 days of being placed on the seeking placement list (SPL).
6. For individuals who require medications, ensure linkage to psychiatric services within 7 days of discharge from higher levels of care. If no appointments are available, document this in the medical record and notify the managing entity.
7. Monthly, Providers will report numbers on successful engagement and enrollment versus referral, to the Managing Entity utilizing the Care Coordination Spreadsheet.
8. Providers will submit data regarding successful versus unsuccessful discharges to the managing entity, monthly utilizing the Care Coordination Spreadsheet.

SJC RESPONSIBILITIES

Upon receipt of invoice from the Hospital, SJC shall be responsible for:

1. Payment to the Hospital in a total amount, not to exceed \$120,000. Payments to the Hospital shall be made in accordance with the requirements of the Local Government Prompt Payment Act and shall be accompanied by documentation of the services provided for the period covered by the invoice. In the event the County requires additional documentation or information regarding items contained in the invoice, the time for payment shall be extended by the amount of time that it takes for the Hospital to provide such information.

LIMITATIONS

The parties to this agreement acknowledge and agree that:

1. Payments shall not exceed One Hundred and Twenty Thousand and 00/100 Dollars (\$120,000.00) in the annual aggregate irrespective of the total costs reported under the

Invoices; and

2. Payments to be made by SJC to the Hospital pursuant hereto shall be subject to and conditioned upon all conditions imposed by the Funding Sources with respect to qualifying for such payments, and any federal, state, or local laws, rules or regulations regarding such payments.

TERM AND TERMINATION

The term of this Memorandum shall be from the Effective Date first written above of October 1, 2020 or soon thereafter, and terminated on September 30, 2021 or by the parties upon one of the following events:

1. Mutual agreement by both parties that is documented by a signed writing;
2. Receipt by either party of written notice from the Funding Sources that dollars have been permanently eliminated from their budgets to support the ICTBHCC, whereupon termination shall be effective as of the last day of the last month in which dollars from the Funding Sources are available to support the ICTBHCC.

MISCELLANEOUS PROVISIONS

The following miscellaneous provisions shall apply to this Memorandum:

1. **Governing Law, Venue, and Integration.** This is a fully integrated agreement, made and entered into in the State of Florida and shall in all respects be interpreted, enforced and governed under the laws of the State of Florida, without regard to its choice of law rules. The parties agree that the venue for any litigation or other proceeding involving this agreement or the parties shall be St. John's County, Florida and the parties consent to the jurisdiction of the courts of Florida in St. John's County. The language of all parts of this Memorandum shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. This Memorandum sets forth the entire agreement between the parties with regard to the subject matter hereof. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties with regard to the subject matter hereof are contained herein, and the documents referred to herein or implementing the provisions hereof. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by either party to the other with respect to the subject matter of the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter hereof are waived, merged herein and superseded hereby.
2. **Insurance.** 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

A. 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 non-owned 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.

3. **Amendment and Waiver.** This Memorandum cannot be amended, altered, modified, waived or superseded, in the whole or in part, except by a written agreement so stating which is signed by all parties to this Memorandum. Waiver of any one breach of any provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision hereto.
4. **Binding Nature.** This Memorandum shall inure to the benefit of and be binding on each party, as well as its or his respective successors or assigns.
4. **Section Headings.** Section headings are for convenience only and are not part of the Memorandum.
5. **Facsimile or Electronic Signatures; Counterparts.** The parties hereby agree that faxed or electronic signatures of the parties to this Memorandum shall be as binding and enforceable as original signatures, and that this Memorandum may be executed in multiple counterparts with the counterparts together being deemed to constitute the complete agreement of the parties. Each of the parties shall be furnished with one agreement with original signatures, for their individual records.

6. **Signatory Authority.** Each person who executes this Memorandum on behalf of any party to the Memorandum represents and warrants that he or she has been duly authorized by such party to execute the Memorandum.

7. **Resolution of Disputes.** In the event of any dispute over the terms of this Memorandum, or their enforcement, the prevailing party shall have its reasonable attorneys; fees and associated costs (whether before trial, during trial, on appeal or otherwise) paid by the other party.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first written above.

Flagler Hospital:

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSION

Signature

Signature

Date

Date

Name

Name

Title

Title

Mailing Address:

Flagler Hospital

400 Health Park Boulevard

St. Augustine, FL 32086

Mailing Address:

St. Johns County BOCC

Health and Human Services

200 San Sebastian View, Suite 2300

St. Augustine, FL 32084