

RESOLUTION NO. 2023 - 220

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ALLOCATING \$50,000 TO EPIC COMMUNITY SERVICES, INC. (“EPIC”) AS A REQUIRED LOCAL GOVERNMENT CONTRIBUTION FOR A FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES, CRIMINAL JUSTICE, MENTAL HEALTH, AND SUBSTANCE ABUSE REINVESTMENT GRANT TO PLAN FOR A MENTAL HEALTH COURT IN ST. JOHNS COUNTY; APPROVING, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY AND EPIC; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, members of the local judiciary requested Epic Community Services, Inc. (“EPIC”) plan a Mental Health Court process for St. Johns County; and

WHEREAS, EPIC applied to Department of Children and Families (DCF) through its Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant Program for a 1-year planning grant (“Planning Grant”) that required a local government contribution commitment; and

WHEREAS, on March 21, 2023, at the regular meeting of the Board of County Commissioners, the Board committed \$50,000 as a local contribution for the Planning Grant to implement a mental health court in St. Johns County; and

WHEREAS, DCF awarded EPIC a \$1,000,000 1-year Planning Grant with a start date of August 1, 2023; and

WHEREAS, the combination of the two funding sources will be utilized to plan a Mental Health Court process for St. Johns County, with key community stakeholders, including four supporting members of the local judiciary; and

WHEREAS, the County has determined that allocating funds to EPIC and entering into a Memorandum of Understanding serves a public purpose and is in the interest of the County and the public.

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 hereby allocates \$50,000 to Epic Community Services, Inc., as a local contribution to its Department of Children and Families, Criminal Justice, Mental Health, and Substance Abuse Reinvestment 1-year planning grant to plan a Mental Health Court in St. Johns County

Section 3. The Board of County Commissioners approves the terms, conditions, and requirements of that certain Memorandum of Understanding between the County and Epic Community Services, Inc., in substantially the same form as attached hereto, and authorizes the County Administrator, or designee, to execute the Memorandum on behalf of St. Johns County.

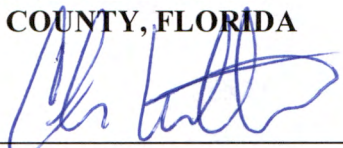
Section 3. To the extent that there are typographical, administrative, or scrivener's errors that do not change the tone, tenor, or context of this resolution, then this resolution may be revised without further action by the Board of County Commissioners.

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

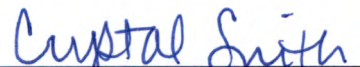
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 20th day of June, 2023.

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

Rendition Date JUN 20 2023

By: 
Christian Whitehurst, Chair

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court and Comptroller

By: 
Deputy Clerk



**MEMORANDUM OF UNDERSTANDING
BETWEEN
ST. JOHNS COUNTY
AND
EPIC COMMUNITY SERVICES, INC. D/B/A EPIC BEHAVIORAL HEALTHCARE**

This MEMORANDUM OF UNDERSTANDING (“Memorandum”) is effective as of August 1, 2023 (“Effective Date”), and entered into by and between EPIC COMMUNITY SERVICES, INC. D/B/A EPIC BEHAVIORAL HEALTHCARE, a Florida not-for-profit corporation whose principal business address is 3910 Lewis Speedway, Suite 1106, St. Augustine, FL 32084 (“Provider”), and St. Johns County, a political subdivision in the State of Florida, whose principle business address is 500 San Sebastian View, St. Augustine, Florida 32084 (“SJC” or “County”).

PRELIMINARY STATEMENT

The Provider and SJC desire to work cooperatively to ensure that the Provider is allocated funds to be offered as the required local government contribution for Provider’s awarded project under the Florida Department of Children and Families (DCF) Criminal Justice, Mental Health, Substance Abuse (CJMHS) Reinvestment Grant to plan for a Mental Health Court process with key community stakeholders in St. Johns County.

With the execution of this Memorandum, and with the intent to plan for initiatives that increase public safety, avert increased spending on criminal justice systems, and improve the accessibility and effectiveness of treatment services for adults who have a mental illness, substance use disorders, or co-occurring mental health and substance use disorders, who are in, or at risk of entering, the criminal justice system, the Provider will concentrate on necessary planning for interventions designed to shift the identification, care, and treatment of adults from the criminal justice system to the behavioral healthcare system, and allow collaboration amongst key community stakeholders in the development of a Mental Health Court in St. Johns County.

NOW, THEREFORE, in consideration of the provisions set forth below and the mutual agreements contained herein, the sufficiency of which is mutually acknowledged, Provider and SJC agree as follows;

PROVIDER RESPONSIBILITIES

Provider shall be responsible for:

1. Working with the Mental Health Court Collaborative Planning Committee and key stakeholders to develop a Strategic Plan for implementing a Mental Health Court in St. Johns County to divert eligible adults with behavioral health conditions

from the criminal justice settings to community-based interventions practicing best practice interventions.

- Objective 1 Milestone: Completion, approval, and submission of Strategic Plan by the end of 4th quarter 2024 (June 30, 2024).
2. Create, educate, and develop collaborations among stakeholders to advocate for and engage in the development of a sound, community-involved strategic planning.
 - Objective 2 Milestone: Establish formal Partnerships evidenced by MOUs and legally binding agreement by the end of 2nd quarter 2023 (December 31, 2023).
 3. Identify key data elements and continuous improvement measures necessary for strategic plan development and for reporting to the Public Safety Coordinating Council and stakeholders.
 - Objective 3 Milestone: Establish methods to share, collect, and report data by the end of 3rd quarter 2024 (March 31, 2024).
 4. Develop a design for Recovery Oriented Support of families and supportive partners as an essential safety net system for persons living with mental illness who are involved in the criminal justice system.
 - Objective 4 Milestone: Family recovery support model approved by 4th quarter 2024 (June 30, 2024).

SJC RESPONSIBILITIES

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

1. Payment to the Provider in a total amount, not to exceed \$50,000.

LIMITATIONS

The Parties to this Memorandum acknowledge and agree that:

Payments shall not exceed Fifty Thousand and 00/100 Dollars (\$50,000.00) in the annual aggregate irrespective of the total costs reported under the invoices; and

Payments made by SJC to the Provider pursuant hereto shall be subject to and conditioned upon all conditions imposed by DCF or SJC 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 August

1, 2023 or soon thereafter, and shall terminate on June 30, 2024 or by the parties upon one of the following events:

Mutual agreement of the parties, documented by a signed writing;

Receipt by either party of written notice from DCF that dollars have been permanently eliminated from its budget to support the Criminal Justice, Mental Health, Substance Abuse Reinvestment Grant, whereupon termination shall be effective as of the last day of the last month in which dollars from DCF are available to support the CJMHTSA Reinvestment Grant.

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. The parties agree that the venue for any litigation or other proceeding involving this Memorandum or the parties shall be St. Johns County, Florida and the parties consent to the jurisdiction of the courts of Florida in St. Johns 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, expressed or implied, oral or written, of the parties with regard to the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, expressed or implied, oral or written, have been made by either party to the other with respect to the subject matter of this Memorandum. Any 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 Memorandum until Provider 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 their respective successors or assigns.

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 copy of this Memorandum 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.

IN WITNESS WHEREOF, the authorized representatives of Provider and County have executed this Memorandum on the dates provided below:

St. Johns County, Florida

Epic Community Services, Inc. d/b/a
Epic Behavioral Healthcare

Hunter S. Conrad
County Administrator

Name: _____
Title: _____

Date of Execution

Date of Execution

LEGALLY SUFFICIENT:

Assistant County Attorney

Date of Execution

EPIC Behavioral Healthcare
Criminal Justice, Mental Health and Substance Abuse Reinvestment Planning Grant
[Fiscal Year July 1, 2023 – June 30, 2024]

Mental Health Court in St. Johns County

Objectives and Milestones/Deliverables
<p><u>Objective 1:</u> Work with Mental Health Court Collaborative Planning Committee and key stakeholders to develop a Strategic Plan for implementing a Mental Health Court in the county to divert eligible adults with behavioral health conditions from the criminal justice settings to community-based interventions practicing best practice interventions.</p> <p><u>Objective 1 Milestone:</u> Completion, approval and submission of Strategic Plan by end of 4th quarter 2024 (June 30, 2024).</p>
<p><u>Objective 2:</u> Create, educate, and develop collaborations among stakeholders to advocate for and engage in the development of a sound, community-involved strategic planning.</p> <p><u>Objective 2 Milestone:</u> Formal Partnerships evidenced by MOUs and legally binding agreements by 2nd quarter 2023 (December 31, 2023).</p>
<p><u>Objective 3:</u> Identify key data elements and continuous improvement measures necessary for strategic plan development and for reporting to the Public Safety Coordinating Council and stakeholders.</p> <p><u>Objective 3 Milestone:</u> Methods established to share, collect and report data by end of 3rd quarter 2024 (March 31, 2024).</p>
<p><u>Objective 4:</u> Develop a design for Recovery Oriented Support of families and supportive partners as an essential safety net system for persons living with mental illness who are involved in the criminal justice system.</p> <p><u>Objective 4 Milestone:</u> Family recovery support model approved by 4th quarter 2024 (June 30, 2024).</p>

EPIC Behavioral Healthcare
3910 Lewis Speedway, Suite 1106
St. Augustine, FL 32084
www.epicbh.org
904.829.2273 x 4000

MEMORANDUM

TO: Shawna Novak, Director of Health and Human Services
St. Johns County Board of County Commission

FROM: Patti Greenough, CEO – EPIC Behavioral Healthcare

DATE: March 13, 2023

RE: Matching funds to support the application of a State Planning Grant re: Mental Health Court in St. Johns County

Last month, EPIC was approached by Judges Maltz, McGillin, Christine and Blocker to look into the possibility of implementing a Mental Health Court in St. Johns County. At the conclusion of these meetings, it was agreed that we should first concentrate on planning for a Mental Health Court process with key community stakeholders. I informed the judges of the possibility of a planning grant available through the FL Department of Children and Families - Criminal Justice, Mental Health and Substance Abuse (CJMHS) Reinvestment Grant Program. The judges asked me to pursue the process to apply for the Planning Grant.

The purpose of the CJMHS Planning Grant is to provide funding to counties to plan for initiatives that increase public safety, avert increased spending on criminal justice systems, and improve the accessibility and effectiveness of treatment services for adults who have a mental illness, substance use disorders, or co-occurring mental health and substance use disorders, who are in, or at risk of entering, the criminal justice system. Planning Grants must be used to develop effective collaboration efforts among participants in affected governmental agencies, including the criminal and civil justice systems, mental health and substance use service providers, transportation programs, housing assistance programs, and intervention programs.

Funding must be used to plan for interventions designed to shift the identification, care and treatment of the adults from the criminal justice system to the behavioral healthcare system.

- **Adult Target Population.** Persons aged 18 or older who have a mental illness, substance use disorder, or co-occurring mental health and substance use disorders and who are in, or at risk of entering, the criminal justice system.
- **At-Risk of Involvement in the Criminal Justice System.** For adults, individuals who have “risk” factors associated with possible criminal behaviors, including homelessness, and other unstable living situations, history of victimization or abuse, significant transitions such as recent release from jail or re-entry to the community from prison, and history of involvement in the criminal justice system.
- **Collaboration:** Applicants must demonstrate collaborative efforts between criminal justice and behavioral healthcare systems as well as the involvement of all relevant community stakeholders.

It our intent to create and encourage collaboration among key community stakeholders in the development of a Mental Health Court in St. Johns County. Key activities will include:

- **Community Planning Group:** a planning group will be initialized to conduct the planning of a Mental Health Court. Membership will include Circuit and County judges, Court Administration, behavioral health providers, County Health and Human Services Department, Flagler Health+, St. Johns County law enforcement agencies, regional Managing Entity, misdemeanor and felony probation, State Attorney's Office, Public Defender's Office, and housing assistance providers.
- **Data Collection:** data will be collected to quantify the prevalence of behavioral health care needs of St. Johns County adults.
- **Research and Analysis:** the Planning Group will conduct a thorough analysis to consider the establishment of a mental health court that includes an understanding of the mental health court concept, determining appropriateness for our community, and considering the elements of a mental health court design and implementation.
- **Key Leader Interviews:** key leaders will be interviewed to map the behavioral health identification, screening and referral processes and to identify resources and gaps in services.
- **Public Safety Coordinating Council:** quarterly progress reports will be made to the PSCC to engage them in the assessment and planning process.
- **St. Johns County Behavioral Health Consortium:** The Adult Subcommittee of the Behavioral Health Consortium will meet monthly during the project year to focus on assessment and planning activities.
- **Strategic Planning:** the St. Johns County CJMHSA Strategic Plan will be updated to include systemic and process improvements, capacity expansion, collaboration, and partnerships.

Funding requested for a one-year Planning Grant requires local dollar-for-dollar match. Hence, EPIC Behavioral Healthcare requests funding from the St. Johns County Board of County Commission in the amount of \$50,000 to comply with the dollar-for-dollar match requirements to apply for the FL Department of Children and Families – Criminal Justice, Mental Health, Substance Abuse Reinvestment Grant for a total request of \$100,000 to support this initiative.

Notice of Grant Award

**Criminal Justice Mental Health and Substance Abuse Reinvestment Grant
DCF RFA 2223 062**

The Florida Department of Children and Families announces its intent to award 1-year Planning Grants in response to this solicitation to the following Applicants, subject to the availability of funds.

Applicant	County(ies)	Total	Start Date
Lee County Board of County Commissioners	Lee	\$100,000	7/1/2023
EPIC Behavioral Healthcare	St Johns	\$100,000	8/1/2023

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.