

RESOLUTION NO. 2007 - 328

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE AGREEMENT BETWEEN ST. JOHNS COUNTY AND DR. STEVEN P. DINGFELDER & ASSOCIATES.**

WHEREAS, the State of Florida Department of Children and Families (DCF) contracts with St. Johns County Board of County Commissioners on behalf of St. Johns County, a political subdivision of the State of Florida, to provide mental health and substance abuse services, and

WHEREAS, DCF provides "Purchase of Therapeutic Services" funding to purchase services the County Mental Health Department is unable to provide, and

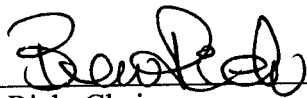
WHEREAS, Dr. Steven P. Dingfelder & Associates does provide said services and has been a satisfactory vendor.

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

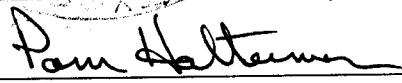
1. The above recitals are incorporated by reference into the body of this resolution and such recitals are adopted as Findings of Fact.
2. The Board of County Commissioners of St. Johns County, Florida, hereby approves the terms and conditions of the Agreement between St. Johns County, Florida and Dr. Steven P. Dingfelder & Associates and authorizes the County Administrator to execute the Agreement on behalf of the County.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, State of Florida, this 30<sup>th</sup> day of October, 2007.

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

By:   
Ben Rich, Chair

  
ATTEST: Cheryl Strickland, Clerk

By:   
Deputy Clerk

RENDITION DATE 11/2/07

AGREEMENT  
BETWEEN  
ST. JOHNS COUNTY  
AND  
DR. STEVEN P. DINGFELDER & ASSOCIATES

I. PURPOSE

This Agreement is established between the St. Johns County, Florida ("County") on behalf of St. Johns County Mental Health Department ("SJCMH"), and Dr. Steven P. Dingfelder & Associates ("Doctor") to coordinate the purchase of therapeutic services for the children and families of St. Johns County.

II. STATEMENT OF AGREEMENT

A. County, through SJCMH, agrees to:

1. Fax or mail a referral with detailed information pertinent to the request. Any available Psychiatric or other psychological records will be included to assist in the evaluation and treatment of the child.
2. Keep the case open and monitor the progress of the child.
3. Assure the proper release of information documentation is obtained prior to sending the referral.
4. Pay the following rates:

Psychological Testing (Children or Adults)	\$350.00 initial visit
Additional Psychological Testing	\$100.00 per hour
Individual Therapy	\$75.00 per hour
Family Therapy	\$75.00 per hour
Therapy with Interpreter	\$75.00 per hour
Group Therapy	\$35.00 per hour

5. The total dollar amount for this Agreement shall not exceed one thousand dollars (\$1,000.00), without the written authorization and approval of the County.
6. Pay invoices received from the Doctor within 30 days of receipt of invoice. For payment purposes, this agreement shall be retroactive back to July 1, 2007.

B. Doctor agrees to:

1. Call the child's parent/guardian to set appointment on receipt of referral.
2. Bill insurance prior to billing SJCMH. Any remaining balance (at fee rate above) will be billed to SJCMH.

4. Complete monthly reports for clients who are seen on a regular basis. (See Purchase of Therapeutic Services [PTS] Progress Report Form attached). Submission of the PTS Progress Report Form, with all requested information, is critical since this data must be entered by SJCMH staff into the State of Florida One Family data warehouse in order to obtain reimbursement of PTS expenditures from the Florida Department of Children and Families.
  5. Send a monthly invoice with the PTS Progress Report Form(s) attached.
- C. Both parties enter into this agreement for the stated purpose of providing unduplicated, quality therapeutic services to the children and families located within St. Johns County, Florida.
  - D. The term of this Agreement runs from October \_\_\_\_\_, 2007 to, and through the end of the business day on June 30, 2008. Doctor may request a one-year extension of this Agreement, by submitting a written request to both the County Administrator and the County Health and Human Services Director, no later than March 1, 2008. The County, through the Board of County Commissioners of St. Johns County, Florida (“Board”) must approve the extension no later than June 15 of the year the extension is requested, or the extension will be deemed null, void, and of no effect.
  - E. Both the County and Doctor acknowledge and agree that should any part, sentence, section, subsection, or paragraph of this Agreement be ruled invalid, unconstitutional, or unenforceable, then the remaining parts, sentences, sections, subsections, and paragraphs of this Agreement shall remain in full force, effect, and applicability.
  - F. This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.
  - G. Both the County and Doctor acknowledge that this Agreement, plus any attached and incorporated Exhibits or documents, constitute the complete Agreement and understanding of the County and Doctor. Further, both the County and Doctor acknowledge that any change, amendment, modification, revision, extension, or renewal of this Agreement shall be in writing, and shall be executed by duly authorized representatives of both the County and Doctor.
  - H. It is recognized that Doctor is an independent contractor with respect to the County. Nothing in this Agreement shall be construed to create an employer/employee relationship between the County and Doctor, or any staff of Doctor. Neither the Doctor, nor any of Doctor’s subcontractors or employees shall have any claim, under this Agreement, or

otherwise, against the County for vacation pay, sick leave, retirement benefits, Social Security, Worker's Compensation, disability, or unemployment insurance benefits, or employee benefits of any kind. In the event that the Internal Revenue Service, Florida Department of Revenue, or any other governmental agency should question or challenge independent contractor status of Doctor, or any staff of Doctor, the County and Doctor mutually agree that both the County and Doctor shall have the right to participate in any discussion or negotiation with such agency or agencies, regardless of whom, such discussions or negotiations are initiated.

- I. In light of the scope and rationale of this Agreement, Doctor may not assign, transfer, or sell any of the rights noted in this Agreement without the express written approval of the Board. Should Doctor either assign, transfer, or sell any of the rights noted in this Agreement without such express prior approval, such attempted action on the part of Doctor shall result in the termination of this Agreement, without further notice or action required on the part of the County, or the Board.
- J. All staff of Doctor shall have and maintain, any, and all, insurance coverage (including automobile liability insurance if vehicles are used to provide services, workers' compensation, and professional liability insurance) that is required, in at least the minimum amounts required, by the laws of the State of Florida, and the United States for the term of this Agreement. Doctor shall have the County added as an additional insured. Failure to maintain such required insurance shall result in the automatic termination of this Agreement.
- K. Doctor shall indemnify and holds harmless, and defend the County, its officials, agents, servants, and employees from and against any, and all, claims, liability, losses, and/or cause of action which may arise from any negligent act or omission on the part of Doctor, in connection with the services provided pursuant to this Agreement.
- L. This Agreement may be terminated with or without cause upon either party giving the other party thirty (30) days written notice of such termination. County will be responsible for all approved and/or authorized services up to the date of the notification of termination. Thereafter, the County will pay only for services pre-approved by the County Health and Human Services Director.
- M. As a condition of this Agreement, the County reserves the right to examine Doctor's books, and records, in order to determine compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this Agreement. It is specifically understood that Doctor is under no duty to provide access to books and records that are

otherwise protected by County, State, or Federal Law, including the privacy provisions contained within HIPAA (Health Insurance Portability and Accountability Act of 1996).

*N. M.* Notices will be provided to the following parties:  
*new*

For County: Maria Colavito, Ph.D.  
Director, St. Johns County Health and Human Services  
1955 U. S. 1 South, Ste. C-2  
St. Augustine, FL 32086

For Doctor: Dr. Steven P. Dingfelder & Associates  
9 St. Johns Medical Park Drive  
St. Augustine, FL 32086-5343

*O. N.* The laws of the State of Florida shall govern the interpretation, construction, and legal effect  
*new* of this Agreement. The County and Doctor agree that the State court forum for any litigation shall be in St. Johns County, Florida, in the court of appropriate jurisdiction. Moreover, the County and Doctor agree that the Federal court forum for any litigation shall be in the United States District Court, Middle District of Florida, Jacksonville Division.

ATTEST: Cheryl Strickland, Clerk of Court

St. Johns County, Florida

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

WITNESS:

*E. S. Hlad*  
\_\_\_\_\_

*Stephen P. Dingfelder, Ph.D.*  
\_\_\_\_\_  
Stephen P. Dingfelder, Ph.D.

*09-28-07*  
\_\_\_\_\_  
Date

*9-28-07*  
\_\_\_\_\_  
Date

# PURCHASE OF THERAPEUTIC SERVICES PROGRESS REPORT

CLIENT: \_\_\_\_\_ SS#: \_\_\_\_\_

REPORT TO: \_\_\_\_\_ Date: \_\_\_\_\_

Progress in out-patient treatment for the month of: \_\_\_\_\_

Sessions during this month: \_\_\_\_\_ attended \_\_\_\_\_ cancelled \_\_\_\_\_ no show  
\_\_\_\_\_ late

Participation in treatment: Active \_\_\_\_\_ Inactive \_\_\_\_\_ Productive \_\_\_\_\_ Nonproductive \_\_\_\_\_

### Treatment Goals:

- 1.
- 2.
- 3.

### Clinical Narrative on progress towards goals:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### Other comments:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The client has not completed treatment at this time. His/her current level of progress in treatment is considered to be:  
 Poor Fair Good Very Good Excellent

Requesting \_\_\_\_\_ additional sessions

\_\_\_\_\_  
Therapist

\_\_\_\_\_  
Date

# ATTACHMENT