

Memorandum of Agreement for Human Services Department Restructuring

This Memorandum of Agreement for Human Services Department Restructuring ("Agreement") is entered into effective this 2nd day of May, 2006, by and between Indian River County, a political subdivision of the State of Florida, 1840 25th Street, Vero Beach, FL 32960 ("County") and Indian River County Health Department, a division of the Florida Department of Health and the State of Florida pursuant to chapter 154, Florida Statutes, 1900 27th Street, Vero Beach, FL 32960 ("IRCHD").

BACKGROUND RECITALS

A. The purpose of this Agreement is to outline the basic terms of agreement between the County and IRCHD, and to clarify the responsibilities of each party relative to the Human Services Program ("Program").

B. Under this Agreement, all parties mutually agree that:

1. Quality care is the Program's primary goal.
2. All clients of the Program will be treated in accordance with the patient's bill of rights for IRCHD which are attached and incorporated by reference herein.
3. The success of the Program is dependent upon commitment, collaboration, and open communication among the parties.
4. The leadership of IRCHD and the County-- IRCHD Administrator/Assistant Director and the County Administrator or his designee-- will meet together regularly regarding the activities of the Program. The Program Manager will be an employee of IRCHD, a member of IRCHD's management team, and will meet regularly with IRCHD's Administrator/Assistant Director to review progress toward goals, quality improvement, and other programmatic issues.
5. The health department will prepare the Program's budget in coordination with the County's Office of Management and Budget. The County will provide disbursements to the Program according to their established schedule.
6. The purpose of this agreement is to incorporate the Program into the responsibilities of IRCHD.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. HEALTH DEPARTMENT RESPONSIBILITIES

1.1. *Human Services.* It is agreed that the Program administers the County's general assistance programs aimed at reducing social and economic dependency and providing services to needy residents of Indian River County. Services to be provided include, but are not limited to: psychosocial assessment of client and family needs, referrals as needed to other not-for profit, religious, state, or federal agencies for persons in need of long-term support, distribution of available funds for medicine, food, and other cash assistance. The Program will also complete the billing to Indian River Memorial Hospital and Medicaid for indigent care, as well as assess eligibility for Supplemental Security Income ("SSI") and subsequent qualification for Social Security Disability ("SSD"). The health department will prepare the Program's budget in coordination with the County's Office of Management and Budget.

1.2. *Children's Services.* It is agreed the Program will provide staff and support to the Children's Services Advisory Committee. Services to be provided include, but are not limited to: development of the annual RFP, monitoring of Children's Services contracts, participation and organization for Countywide Needs Assessment, mid-year and year-end monitoring reports for grantees, and a Children's Services annual report for the Board of County Commissioners.

2. **COUNTY RESPONSIBILITIES.** The County will follow its established disbursement schedule for the Program's budget. IRCHD will oversee the Program's budget, receive funding for the Program Manager position (salary & benefits for a 40-hour work week), and be allocated a 10% of total salary and benefits of both the Program Manager and the Human Services staff positions towards oversight of the Program.

3. TERM OF AGREEMENT; TERMINATION

3.1. This Agreement is in effect from the effective date until termination by either party as set forth herein.

3.2 This Agreement may be terminated in the event:

1. IRCHD is not meeting its responsibilities according to this Agreement, whereupon the County shall send a written notice to IRCHD, in the manner set forth in this Agreement, setting forth the issues in specific detail and the date this Agreement shall terminate in the event IRCHD does not cure. Within thirty (30) days following receipt of such notice, IRCHD shall have cured to the reasonable satisfaction of County. In the event IRCHD fails to cure within thirty (30) days, this Agreement shall be deemed to be terminated with no further action by the County, other than written notice from the County to IRCHD of termination;
2. The County is not meeting its' responsibilities according to this Agreement, whereupon IRCHD shall send a written notice to the County, in the manner set forth in this Agreement, setting forth the issues in specific detail and the date this Agreement shall terminate in the event the County does not cure.

Within thirty (30) days following receipt of such notice, the County shall have cured to the reasonable satisfaction of IRCHD. In the event the County fails to cure within thirty (30) days, this Agreement shall be deemed to be terminated with no further action by IRCHD, other than written notice from IRCHD to the County of termination;

3. Of mutual agreement of the parties with no less than thirty (30) days' prior written notice.

4. **ASSIGNMENT.** This agreement shall not be assigned in whole or in part by either party without the express prior written consent of the other party.

5. **SEVERABILITY.** If any provision of this Agreement is invalid or inoperative for any reason, then that part of the Agreement shall be deemed modified to the extent necessary to make the Agreement valid and operative or if it can not be so modified, then it shall be severed and the remainder of the Agreement shall continue in full force and effect as if the Agreement had been signed with the invalid portion modified or eliminated.

6. **MERGER; MODIFICATION.** This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings of any nature whatsoever concerning the subject matter hereof that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by IRCHD and the County.

7. **GOVERNING LAW; VENUE.** This Agreement, including all attachments hereto, shall be construed according to the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida.

8. **PUBLIC RECORDS.** The County and IRCHD shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law) in connection with this Agreement.

9. **NOTICES.** Any notice, request, demand, consent, approval, or other communication required or permitted by this Agreement shall be given or made in writing and shall be served, as elected by the party giving such notice, by any of the following methods: (a) Hand delivery to the other party; (b) Delivery by commercial overnight courier service; or (c) Mailed by registered or certified mail (postage prepaid), return receipt requested at the addresses of the parties shown below:

County: Indian River County
Attn: Tom Frame, General Services Director, as Project Manager
1840 25th Street, Vero Beach, FL 32960-3365
Phone: (772) 226 1223; Facsimile: (772) 770-5095

IRCHD: Attn: Miranda Swanson, M.P.H., Assistant Director
1900 27th Street
Vero Beach, FL 32660
Phone: (772)794-7451, Facsimile: (772)794-7453

Notices shall be effective when received at the address as specified above. Facsimile transmission is acceptable notice effective when received, provided, however, that facsimile transmissions received (i.e., printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next day that is not a weekend day or a holiday. The original of the notice must additionally be mailed. Either party may change its address, for the purposes of this section, by written notice to the other party given in accordance with the provisions of this section.

10. CONSTRUCTION. The headings of the sections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such sections. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require.


11. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy and all of which shall constitute but one and the same instrument.

12. GENERAL. The Background Recitals are true and correct and form a material part of this Agreement.

IN WITNESS WHEREOF, the County and IRCHD have caused this Agreement to be executed in their respective names as of the date first set forth above.

Indian River County Health Department

Indian River County Board of County
Commissioners

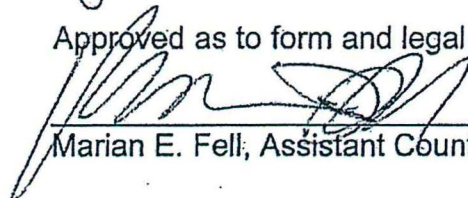


Jean L. Kline, R.N., M.P.H.
Health Department Administrator



Joseph A. Baird, County Administrator

Approved as to form and legal sufficiency:



Marian E. Fell, Assistant County Attorney