

## Board of County Commissioners Agenda Request

**Date of Meeting:** March 19, 2024

**Date Submitted:** March 5, 2024

**To:** Honorable Chairman and Members of the Board

**From:** Edward J. Dixon, County Administrator  
Kris Hood, Chief

**Subject:** Approval of MOU Between Gadsden County Emergency Services and Gadsden County Health Department

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### **Statement of Issue:**

This agenda item seeks Board approval of a MOU between Gadsden County Emergency Services and the Gadsden County Health Department to work collaboratively to respond to the health and well-being of Gadsden County and the citizens.

### **Background:**

Gadsden County Emergency Services receives an increased number of non-emergency related calls for ambulance services. The implementation of Community Paramedicine in Gadsden County will allow for citizens to receive care and needs addressed without calling 911 for emergency services. The state has allocated funding for Counties within the state to begin Community Paramedicine Programs in effort to reduce 911 calls for EMS agencies.

### **Analysis:**

This plan outlines the agreement between Gadsden County Emergency Services and the Gadsden County Health Department.

### **Fiscal Impact:**

There is no direct fiscal impact to the County second to entering the agreement.

### **Options:**

1. Approve MOU between Gadsden County Emergency Services and Gadsden County Health Department, and authorize the Chairman to sign related documents.
2. Do not approve.
3. Board direction.

**County Administrator's Recommendation:**

Option 1.

**Attachments:**

- MOU

**Memorandum of Understanding**  
**Between**  
**Florida Department of Health in Gadsden County**  
**And**  
**Gadsden County Emergency Services**

**This Memorandum of Understanding (“MOU”)**, entered into by and between the Florida Department of Health in Gadsden County (“DOH-Gadsden”) and Gadsden County Emergency Services (“GCES”) to establish a referral process for GCES clients to DOH-Gadsden for certain services.

**Background:**

DOH-Gadsden and GCES are healthcare entities in Gadsden County which are governed under separate and different administration and yet share the objective of pursuing the best health outcomes for residents of Gadsden County. DOH-Gadsden is responsible for the public health system in Gadsden County, which is designed to promote, protect, and improve the health of its citizens. GCES provides emergency medical services to residents and visitors of Gadsden County and provides non-emergency ambulance transportation as well as stand-by services for events. It is recognized as beneficial to both entities to understand that overall public health and welfare may be more easily reached together for the benefit of Gadsden County.

**Purpose:**

This MOU formalizes a referral process between GCES and DOH-Gadsden, with the goal of lowering the frequency of non-emergency 911 calls in Gadsden County and prioritizing unaddressed needs of nonemergency service callers. Its purpose is to advance interagency collaboration, communication, service coordination, and continuity of care to improve the overall well-being of nonemergency service callers in a nonemergency environment.

**Responsibilities:**

Each party agrees to:

- Promote a coordinated effort to achieve maximum health outcomes for Gadsden residents.
- Ensure all reasonable efforts to accommodate referrals from one another for services within their respective scopes of practice.
- Periodically assess the effectiveness of referrals and act upon opportunities to improve them.

- Comply with relevant state and federal laws, rules, and regulations including Health Insurance Portability and Accountability Act (HIPPA) and any current and future regulations promulgated thereunder, including 45 C.F.R. Parts 160, 162 and 164.
- Develop cooperative procedures for administering health care data collection, record keeping, and program compliance.
- Discuss in advance any policy or operational changes that may affect services under this agreement.
- Jointly plan and provide training opportunities for DOH-Gadsden and GCES personnel.

DOH-Gadsden agrees to:

- Employ a Helping Evolve Locally Provided Services (“HELPS”) Program Coordinator to lead the development of a comprehensive community health resource navigation program.
- Accept referrals from GCES for services when appropriate.
- Link clients to primary care services, specialist care, and community-based health and social services in Gadsden and neighboring counties.
- Maintain collaborative partnerships to assure quality system coordination for nonemergency services callers.
- Prepare monthly reports to analyze coordinated efforts of educational services provided to the residents of Gadsden County.
- Track and monitor client outcomes to discuss referral and any follow-up recommendations for the referring agency.
- Not use or further disclose protected health information other than permitted or required by the agreement or as required by law and agrees to use appropriate safeguards to prevent the use or disclosure of protected health information.

GCES agrees to:

- Provide Gadsden residents with HELPS information and referral opportunities.
- Provide timely referrals for potential recipients of Health Services.
- Provide client contact information to facilitate referral services.
- Direct administrative operations related to referral eligibility.
- Assume responsibility for billing clients and/or third-party payers for any emergency services rendered.

**Term and Termination:**

Term. Unless otherwise terminated or amended as provided herein, this Agreement will remain in effect for one (1) year and will automatically renew for additional one (1) year periods thereafter.

Termination. Either Party may terminate this Agreement, with or without cause, with a minimum of thirty (30) days written notice to the other party. The Parties, by mutual agreement, may agree to a lesser period.

**Special Considerations:**

Privacy Provision. The Parties agree to share relevant information regarding treatment and services provided to clients only if the clients sign an appropriate authorization for the release of information. The Parties will each establish proper safeguards to ensure that information shared under this MOU shall be used and disclosed solely in accordance with applicable laws, regulations, and this MOU. Access to such information shared under this MOU shall be restricted to authorized employees, agents, and officials of the Parties who require access to perform their official duties in accordance with the uses of information as authorized by this MOU. Such personnel shall be advised of: (1) the confidential nature of the information; (2) safeguards required to protect the information; and (3) the administrative, civil, and criminal penalties for noncompliance. Such personnel shall be advised that the information may contain protected, privileged, or confidential non-public information, and cannot be disseminated, distributed, or copied to persons who are not performing work under the same agreement. Except as otherwise permitted under this MOU, each Party agrees that information shared pursuant to this MOU will not be further disclosed without the written permission of the sharing Party or as required by law with advance notice to the sharing Party. In the event disclosure is required by law, the disclosing party shall consult with the sharing party prior to such disclosure (i.e., consultation between the information-sharing liaisons or designees for the Parties).

The Parties agree to promptly notify an affected Party of any actual or suspected unauthorized disclosure of information shared under this MOU. The Parties are similarly under an affirmative obligation to report breaches of Personally Identifiable Information (PII), or Individually Identifiable Health Information (IIHI), which might include Protected Health Information (PHI) in accordance with the Health Insurance Portability and Accountability Act (HIPPA).

Liability and Insurance. The Parties agree to maintain all appropriate insurance or other form of financial responsibility coverage as may be required by law. DOH-Gadsden and GCES agree to accept and to be

responsible for its own acts or omissions as well as those of its employees, and nothing in this MOU should be interpreted or construed to place any such responsibility onto the other Party. The Parties acknowledge that DOH-Gadsden is part of the Florida Department of Health, a state agency of the State of Florida, and has the statutory protection of sovereign immunity as described in Section 768.28, Florida Statutes. Nothing in this MOU should be construed to be a waiver of sovereign immunity any greater than the limited waiver set forth in Section 768.28, Florida Statutes.

Inspectors General. The Parties hereto acknowledge and understand that they have a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055(5), Florida Statutes.

**General Considerations:**

Amendments. No modifications or amendment to the conditions contained herein shall be effective unless contained in a written document and executed by each Party hereto.

Waiver of Breach. The failure on the part of either Party to enforce any material provision of this MOU on any single occasion shall not constitute a waiver of the right to enforce any and all material provisions of this MOU.

Jurisdiction and Venue. This MOU is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Any suit, action or proceeding arising out of or relating to this MOU shall only be commenced and maintained in a court of competent jurisdiction in the county in which services are provided and each party waives objection to such jurisdiction and venue.

Independent Contractor. By this MOU the Parties intend to establish between them the relationship of mutually independent contractors. Each Party and the officers, employees, agents, subcontractors or other contractors thereof shall not be deemed by virtue of this MOU to be officers, agents, or employees of the other Party.

Notices. Except as otherwise provided herein, when either Party to this MOU desires to give notice to the other, such notice must be in writing, and delivered by (i) United State certified or registered mail, postage prepaid and return receipt requested, (ii) a nationally recognized overnight delivery service, (iii) personal delivery with a written receipt obtained, or (iv) email transmission with confirmation of receipt provided by the recipient via returned email, at the addresses set forth below. Notices shall be effective upon receipt.

The DOH-Gadsden and GCES representatives are as follows:

DOH-Gadsden: Florida Department of Health in Gadsden County  
Adrian Cooksey  
278 LaSalle Lefall Drive  
Quincy, FL 32351  
(850) 743-6081  
[adrain.cooksey2@flhealth@flhealth.gov](mailto:adrain.cooksey2@flhealth@flhealth.gov)

GCES: Gadsden County Emergency Services  
Kris Hood  
276 Lasalle Lefall Drive  
Quincy, FL 32351  
(850) 662-4068  
[khoo@gadsdencountyfl.gov](mailto:khoo@gadsdencountyfl.gov)

Assignment, Delegation, and Subcontracting. This MOU shall not be assigned, delegated, or subcontracted by either Party without the express, written consent of both Parties.

Entire Agreement. This MOU constitutes the entire understanding and agreement between the Parties concerning the subject matter of this MOU. This MOU supersedes all prior written or oral agreements or understandings existing between the Parties concerning the subject matter of this MOU.

**In Witness Whereof**, the Parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives.

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Ron Green  
Chairman  
Gadsden County Board of County Commissioners

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Adrian Cooksey, Dr.PH, MPH  
Administrator  
Florida Department of Health in Gadsden County

Date \_\_\_\_\_

Date \_\_\_\_\_