

TO: Juvenile Welfare Board Members

FROM: James E. Mills, Executive Director



Issue: Interlocal Agreement on County/State Mental Health Services

Requested Action

The Board is requested to approve an interlocal agreement that would allow the establishment of a client information collaborative pursuant to Chapter 163.62 of the Florida Statutes.

Options

1. Adopt entering into the interlocal agreement
2. Seek modifications to the interlocal agreement
3. Decline to enter into the interlocal agreement
4. Any Other Action the Board Deems Appropriate

Recommended Action

Authorize JWB's entry into an interlocal agreement or establish an information consortium pursuant to Chapter 163.62.

Source of Funds

Not Applicable.

Fiscal Impact

No budgetary impact – participation will be absorbed as a regular administrative work activity.

Narrative

On December 15, 1998, Commissioner Sallie Parks convened a Blue Ribbon Task Force on Mental Health Services in Pinellas County. Particular interests were the utilization of county funded mental health services, the interfaces between mental health and the criminal justice system, service overlaps or gaps, and the better case management of frequent users of the system.

- The Task Force members include mental health providers, the Department of Children & Families and HHSB, the United Way, JWB, representatives of county agencies and the criminal justice system. The Board Chair and Executive Director represent JWB.

- Data sharing is repeatedly identified as a barrier to more effective case management and service delivery. The Florida Mental Health Institute currently serves as a repository for Medicaid and Alcohol, Drugs & Mental Health (DCF) data. Proposals to also enter criminal justice and county social service data are possible through an information consortium which can be established by public agencies under the provisions of 163.62.
- Such an information consortium has been proposed, to include:
 - Pinellas County
 - Pinellas County Sheriff
 - Juvenile Welfare Board
 - Department of Children and Families
 - Department of Juvenile Justice
 - Florida Mental Health Institute (USF)
 - 6th Judicial Court
- FMHI already has extensive security systems and confidentiality protocols in place for their current data base, and these would be extended to new data from the criminal justice system and the county Department of Social Services.
- JWB client data in the SAMIS systems will not be added to the data base. (SAMIS data is available only to JWB in an encrypted format which does not allow it to be used in a data base such as that proposed.)
- The proposed interlocal agreement has been reviewed and approved by legal counsel (attached).

Staff Resources: Jim Mills
 Lisa Sahulka

11-78 FROM: FC HDIT: OFC. 813-987-4384 10:1213413810 PAGE: 02

AGREEMENT FOR STATE/COUNTY MENTAL HEALTH PLANNING

THIS AGREEMENT is made and entered into by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", the PINELLAS COUNTY SHERIFF, the JUVENILE WELFARE BOARD OF PINELLAS COUNTY, the DEPARTMENT OF CHILDREN AND FAMILIES DISTRICT 5, the DEPARTMENT OF JUVENILE JUSTICE REGIONAL MANAGER, the FLORIDA MENTAL HEALTH INSTITUTE, and the CIRCUIT COURT IN AND FOR THE SIXTH JUDICIAL CIRCUIT, which shall hereinafter be referred to as "TASK FORCE".

WITNESSETH:

WHEREAS, Florida Statute 163.62 provides that agencies of local governments may establish a collaborative client information system in which state, local and private agencies may share information including, but not limited to: criminal justice, juvenile justice, education, employment training, health, and human services; and

WHEREAS, the TASK FORCE is a steering committee created pursuant to Florida Statute 163.62 for the purpose of establishing an information system between state, local and private agencies to address various mental health planning and/or substance abuse planning; and

WHEREAS, the TASK FORCE seeks to examine issues relating to how mental illness and substance abuse impacts the county in areas such as medical care funding, emergency medical transportation, and the criminal justice system; and

WHEREAS, the TASK FORCE desires to engage in the sharing of program and client data among the various funders of services to better identify persons needing disproportionate amounts of care throughout the various systems; and

WHEREAS, the TASK FORCE seeks to encourage appropriate consolidation of mental health and/or substance abuse agencies for improved program efficiency and effectiveness; and

WHEREAS, the TASK FORCE desires to secure a source of funding for the local Health and Human Services' Information and Referral Service; and

WHEREAS, the TASK FORCE desires to identify methods of diverting persons with mental illness and/or substance abuse problems from the criminal justice system into an appropriate treatment program; and

WHEREAS, Florida Statute 163.63 provides that assignment of duties and responsibilities pursuant to this Agreement requires that the TASK FORCE develop a security policy to be followed by all agencies participating in the collaborative system to ensure the integrity of the data in the collaborative information system and to guarantee the privacy, to the extent possible, of all clients served by an agency that participates in the collaborative system; and

WHEREAS, Florida Statute 163.63 provides that each member of the TASK FORCE shall sign an agreement, before sharing confidential

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information, which shall specify, at a minimum: what information each agency will share with the collaborative, how the information will be shared, how clients will be notified that an agency participates in the collaborative, who in each agency will have access to the information, the purposes to be served by sharing the information, assurances from each agency that it will maintain the confidentiality of the information as required by law, and other information decided upon by members of the information cooperative; and

WHEREAS, the TASK FORCE will design internal procedures for protecting the confidential nature of the information being shared; and

WHEREAS, this Agreement for the establishment of a collaborative client information system is not intended by the parties nor shall it be interpreted to be a transfer, consolidation or merger within the meaning of those terms for constitutional or statutory purposes, for pension purposes or for any purpose whatsoever and it is the intent of the parties that no transfer, consolidation or merger shall be accomplished by the terms of this Agreement in any respect whatsoever and the parties shall interpret and administer this Agreement to that end;

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the parties hereto covenant and agree as follows:

Section 1.

That the recitations set forth above are incorporated herein by reference in their entirety.

Section 2. LEGAL AUTHORITY.

This Agreement is entered into pursuant to the provisions of Sections 163.62, et seq., the Collaborative Client Information System Act. The parties entering into this Agreement are fully cognizant of the constitutional limitations on the transfer of powers as set forth in Article VIII, Section 4 of the Constitution of the State of Florida and it is the express purpose of this Agreement only to enter into a contract for the provision of establishing a collaborative information system addressing mental health and substance abuse planning among and between local, state and private agencies. This Agreement at all times shall be construed consistent with such constitutional and statutory limitations. The duties and responsibilities set forth in this Agreement to be performed by the parties shall be performed in a manner that is constitutionally permissible and all portions of this Agreement shall be interpreted and administered by the parties accordingly. This Agreement shall be interpreted and administered in such a manner that it will not constitute a transfer, merger or consolidation as those terms are used in the Constitution of the State of Florida or in any statute of the State of Florida as is further set forth in the recitations of this Agreement.

Section 3. PURPOSE.

The purpose of this Agreement shall be to provide the TASK FORCE with information for its mission of improved State/County mental health and substance abuse planning.

Section 4. NO PLEDGE OF AD VALOREM TAXES.

The parties agree that this Agreement does not constitute a general indebtedness of the COUNTY within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that neither the TASK FORCE nor the COUNTY shall ever have the right to require or compel the exercise of ad valorem taxing power of the COUNTY, JUVENILE WELFARE BOARD, or any other agency with taxing authority, or taxation of any real or personal property therein for the payment of any monetary obligations due under the terms of this Agreement. It is further agreed between the parties that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of the COUNTY or any other member of the TASK FORCE.

Section 5. AUTHORITY TO ACT.

The members of the TASK FORCE, to the extent allowed by law, are hereby vested with, the powers necessary to implement and carry forth the duties and responsibilities imposed upon the TASK FORCE for the limited purpose of giving official and lawful status and

validity to the performance thereof by such members. Every member of the TASK FORCE so empowered hereby and engaged in the performance of the services, duties and responsibilities described and contemplated herein shall be deemed a member of the TASK FORCE while performing such services, duties and responsibilities which constitute functions of its mission of improving State/County mental health and/or substance abuse planning. Accordingly, members of the TASK FORCE are hereby vested with the power to establish a collaborative client information system to examine the local impact of mental illness and substance abuse.

Section 6. SOVEREIGN IMMUNITY.

The parties hereto agree that nothing contained herein shall in any way waive the sovereign immunity that they enjoy presently under the Constitution and statutes of the State of Florida and particularly with respect to Chapter 768, Florida Statutes. The parties agree that the TASK FORCE's mission of improving State/County mental health and/or substance abuse planning is an exercise of the legislative planning function of the COUNTY and that at no time will the COUNTY exercise any specific operational control over the activities of any members of the TASK FORCE or shall it perform or undertake any acts that are over and above a planning level function with regard to the administration of this agreement.

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Section 7. RECORDS.

Each member of the steering committee shall sign an agreement including but not limited to specified information pursuant to Florida Statute 163.63. Additionally, Florida Statute 163.64 allows agencies participating in the creation or administration of a collaborative client information system to share client information, notwithstanding any law to the contrary, including confidential client information, with other members of the collaborative system so long as the restrictions governing the confidential information are observed by any other agency granted access to the confidential information.

Section 8. NOTICE.

Notice as required to be given hereunder shall be given to the steering committee.

Section 9. TERM.

This Agreement shall take effect on November 1, 1999 and continue in effect thereafter through October 31, 2000, unless hereafter extended upon such terms and conditions as the parties hereto may later agree. Any party may terminate this Agreement without cause or further liability to the other upon written notice to the other parties, said written notice to be given not less than one hundred and eighty (180) days prior to the requested termination date. Said notice to be deemed delivered when a copy

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is delivered to the other parties and a receipt therefore signed by the other parties.

Section 10. THIRD PARTIES.

In no event shall any of the terms of this Agreement confer upon any third person, corporation or entity other than the parties hereto any right or cause of action or damages claimed against any of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

Section 11. ENTIRE AGREEMENT.

This Agreement reflects the full and complete understanding of the parties to it and may be modified or amended only by a document in writing executed by all the parties hereto and executed with the same formality of this Agreement.

Section 12. NON-ASSIGNABILITY.

The TASK FORCE shall not assign or delegate the obligations, responsibilities or benefits imposed hereby or contained herein to any third party or in any manner contract for the provision of the services required to be performed herein by a third party without the express written consent of the COUNTY, which consent must have been agreed to by the COUNTY at a public meeting and which consent may be withheld within the sole discretion of the COUNTY.

IN WITNESS WHEREOF, the parties to this Agreement have caused

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the same to be signed by their duly authorized representatives this
_____ day of _____, 1999.

ATTEST:
KARLEEN F. De BLAKER
Clerk of the Court

By: _____
Deputy Clerk

**PINELLAS COUNTY, a political
subdivision of the State of
Florida, acting by and through
its Board of County Commissioners**

By: _____
Chairman
Date: _____

ATTEST:

By: _____

PINELLAS COUNTY SHERIFF

By: _____
Title _____

Date: _____

ATTEST:

By: _____

**JUVENILE WELFARE BOARD OF
PINELLAS COUNTY**

By: _____
Title _____

Date: _____

ATTEST:

By: _____

**DEPARTMENT OF CHILDREN AND
FAMILIES DISTRICT 5**

By: _____
Title _____

Date: _____

ATTEST:

By: _____

**DEPARTMENT OF JUVENILE JUSTICE
REGIONAL MANAGER**

By: _____
Title _____

Date: _____

ATTEST:

FLORIDA MENTAL HEALTH INSTITUTE

By: _____

By: _____
Title _____

Date: _____

ATTEST:

**CIRCUIT COURT IN AND FOR THE
SIXTH JUDICIAL CIRCUIT**

By: _____

By: _____
Title _____

Date: _____

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