
**MEMORANDUM OF UNDERSTANDING BETWEEN PERSONAL ENRICHMENT THROUGH
MENTAL HEALTH SERVICES, INC. AND SUNCOAST CENTER, INC. PURSUANT TO THE
PINELLAS INTEGRATED CARE ALLIANCE & TEAM**

This Memorandum of Understanding is made by and between Personal Enrichment Through Mental Health Services, Inc. (hereafter "PEMHS") and Suncoast Center, Inc. (hereafter "Suncoast") (collectively referred to herein as the "Parties.")

This Memorandum is being executed as part of a pilot initiative called the Pinellas Integrated Care Alliance ("PICA") funded in part by Pinellas County Human Services. The goal of the PICA is to provide coordinated, easy access to the help and support individuals experiencing behavioral health problems regardless of who they are, where they live, or what resources they have.

PEMHS provides behavioral health services and has entered into a contract with Pinellas County to participate in the PICA as the lead agency and Suncoast Center also provides behavioral health services and has entered into a contract with Pinellas County to participate in the Forensic Focused Outreach Program.

Pinellas County Human Services has requested that the Match funding awarded to Suncoast Center be received through the lead agency, PEMHS for purposes of the pilot for professional services provided. Suncoast and PEMHS recognize that combined efforts, as specifically agreed upon and set forth herein, will facilitate their mutual goals. Accordingly, Suncoast and PEMHS are committed:

- a) in spirit and practice to a high level of collaboration in the provision of behavioral health services;
- b) to reducing silos of activities and services; and
- c) to reducing duplication of efforts.

The Parties therefore agree as follows:

Suncoast Center Responsibilities:

1. Suncoast is the hiring agency and shall contract with PEMHS to provide two (2) full time service providers (the "contractors") whose services will be used by PICA.
2. Suncoast shall be the sole employer of contractors. PEMHS and Suncoast intend that their relationship shall be an independent contractor relationship. Nothing in this Memorandum shall be deemed to create a joint venture, partnership, agency, employment, or similar relationship. Neither party has the authority to enter into any contract or incur any obligation on behalf of or in the name of the other party. Each party will be solely responsible for all the acts, inactions, and/or claims relating to itself and its employees, agents and/or subcontractors including, but not limited to: compliance with laws governing workers' compensation, Social Security, and withholding; payment of any and all federal, state and local personal income taxes; disability insurance; unemployment; and any other taxes for such persons.
3. Suncoast shall ensure that each contractor has completed the required background screening, compliance training, and orientation to Suncoast's Personnel Policies.

4. Suncoast shall maintain personnel files and records for each contractor.
5. Suncoast shall maintain approved documentation of time worked and process pay for each contractor.
6. Suncoast shall provide clinical consultation to its contractors, as needed.
7. Suncoast will support the pilot project by participating in any meetings required by the project to include community outreach, education, coordination of services, communication across systems and agencies, data sharing and analysis, and any other meetings deemed appropriate by the PICA.
8. Suncoast will commit to ensuring that contractors meet the expected professional competency and experience requirements to participate in PICA.
9. Suncoast will ensure that contractors maintain flexible hours to meet the needs of the project and will follow Suncoast Overtime and On-Call rules.
10. Suncoast shall incur no liability and will be held harmless and indemnified for any violation or alleged violation of law, regulation, or funded contract compliance by PEMHS. Suncoast shall hold PEMHS harmless and indemnify PEMHS for any violation or alleged violation of law, rule, regulation or funded contract compliance by Suncoast or its agents or contractors providing professional services to the PICA.
11. Pursuant to the project, Suncoast shall invoice and PEMHS shall pay \$38,892.50 on a quarterly basis for one fourth of the annual contracted funding awarded by Pinellas County Human Services.

PEMHS Responsibilities:

1. Pursuant to the project agreement, PEMHS provides the PICA program format, office space, office supplies, and access to office equipment for the purpose of scanning, faxing, and copying.
2. PEMHS management will provide feedback to Suncoast management.
3. PEMHS shall provide direction and supervision of the PICA.
4. PEMHS will seek permission for any contracted employee overtime or paid On-Call in advance of need.
5. PEMHS shall comply with all applicable federal, state, and local laws, orders, rules, regulations and funded contract requirements in conjunction with the PICA.
6. PEMHS shall pay Suncoast on a quarterly basis upon receipt of payment from Pinellas County Human Services and Suncoast's quarterly invoice the amount of \$38,892.50, not to exceed \$155,570 annually.
7. PEMHS shall obtain and maintain general liability insurance with Suncoast as an additional named insured, and to cause its insurance carrier to issue a Certificate of Insurance evidencing same to Suncoast allowing not less than thirty (30) days' notice of cancellation or material change. The minimum requirement shall be (\$500,000.00) combined single limit including, but not limited to, where applicable, premises, operations, products, completed operations, contract and broad form property damage, independent contractors and personal injury. If PEMHS renders professional

services, it shall obtain and maintain throughout the term, and any succeeding terms of this Memorandum, professional liability coverage as applicable. Unless otherwise agreed to, such policy shall have a combined single limit of no less than (\$500,000.00).

Joint Suncoast and PEMHS Responsibilities:

1. Suncoast Center and PEMHS both contract for state funded behavioral health services through Central Florida Behavioral Health Services, Inc. (CFBHN). As such, both agencies are subject to significant organizational requirements to include financial, insurance, monitoring, accreditation, and many other requirements. Both agencies agree to maintain compliance with these requirements and remain in good contractual standing with CFBHN.
2. The Parties agree to bear all liability for the acts or omissions of their respective officers, and agents, including all damages and costs of defense, including attorney's fees, for acts or omissions undertaken pursuant to this Memorandum. The Parties agree, to the extent permitted by law, to indemnify and hold the other harmless of and from any claims, lawsuits and/or causes of action arising out of the acts, omissions and conduct solely caused by the negligent conduct of its own officers, agents, or employees.
3. This Memorandum shall become effective on October 1, 2018 and shall remain in effect pursuant to the Pinellas County Human Services contracts.
4. Each party hereby waives any claim in its favor against the other party by way of subrogation or indemnification which may arise during the term of this Memorandum for any and all loss of, or damage to, any of its property, or for bodily injury, which loss, damage, or bodily injury is covered by insurance to the extent that such loss or damage is recovered under such policies of insurance as required herein.
5. This Memorandum may be terminated by either party with no less than 30 days written notice.

INDEMNITY

Each party hereto hereby unconditionally indemnifies, holds harmless, protects and defends the other party and all subsidiary, affiliate and parent companies, their shareholders, non-leased employees, attorneys, officers, directors, agents and representatives from and against any and all claims, demands, damages, injuries, deaths, actions, costs and expenses (including attorney's fees and expenses at all levels of proceedings), losses and liabilities of whatever nature (including liability to third parties) and other consequences of any sort, including, but not limited to:


1. Actions or incidents (whether actual or alleged) by one party, or any contractor/employee of such party, of negligence, other tortious conduct, breach of contract, criminal or dishonest activity, those actions or incidents covered by the insurance policies, professional liability policies or fidelity bonds as set forth above, those costs attendant to the administration of any collective bargaining agreement and any liabilities or claims against the other party arising out of any non-payment or payment to or participation in a labor organization's health and welfare, retirement or other benefit fund, or the cessation of payment thereto or withdrawal from participation therein; and
2. All employment-related matters which shall encompass matters arising under local, state and/or federal right-to-know laws, OSHA, EEOC, ADEA, ADA (including, without limitation, those relating to employment, public access and public accommodation), WARN (including providing Suncoast at least 62 days' notice prior to a layoff, shutdown, or plant closing as defined in that

law), Family and Medical Leave Act, ERISA, Wage and Hour laws, NLRB laws, disclosed and undisclosed benefit plans, all other labor laws; and


3. Any and all other laws, regulations and ordinances and causes of action, including third-party actions, arising out of, occasioned by, or in connection with any obligations of either party arising out of this Memorandum, including, without limitation, those arising from products or services (professional or otherwise) produced or provided by the contractors; and
4. Any matter relating to the use of any contractor or involving the use of the other party's (or any employee, if such employee is acting or alleged to be acting on behalf of the PEMHS or Suncoast) machinery, facilities, equipment and/or vehicles, whether leased, rented, borrowed or owned; and
5. Injuries or death occurring to any individual performing work for the other party while not performing work as a contractor; injuries or death to any non-contractor; and for such acts of negligence towards any employee as are beyond the coverage of workers' compensation coverage.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by the undersigned officials as duly authorized.

Personal Enrichment Through
Mental Health Services, Inc.,
a Florida not for profit corporation

By: 
Gerald Wennlund
President & CEO

Suncoast Center, Inc., a Florida not for profit
corporation

By: 
Barbara Daire, LCSW
President & CEO

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Amendment 1

PEMHS and Suncoast Center, amends original Memorandum of Understanding pursuant to the Pinellas Integrated Care Alliance & Team dated October 1, 2018 to:

Suncoast Center Responsibilities, Section 1. is amended as follows:

- a. Suncoast Center is the hiring agency and shall contract with PEMHS to provide two (2.0) FTE providers (the "contractors") whose services will be used by PICA, and one half (.5) FTE for Suncoast Center forensic case management.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment is hereby made a part of the agreement effective May 7, 2019.

THE PARTIES HERETO by and through their duly authorized representatives, whose signatures appear below, have caused this amendment to be executed.

I. DATE & SIGNATURE

PEMHS Inc.

Maura Booker CEO.

Authorized Representative

Jerry Wennlund, President & CEO

Please Print or Type Name

Date: 5/29/19

Suncoast Center Inc.

Barbara Daire

Authorized Representative

Barbara Daire, President & CEO

Please Print or Type Name

Date: 5/24/19