HUMAN SERVICES FUNDING AGREEMENT
First Amendment and First Option of Renewal

THIS AGREEMENT (Agreement), effective upon the date executed below, by and between **PINELLAS COUNTY,** a political subdivision of the State of Florida, hereinafter called the "**COUNTY,**" and **PERSONAL ENRICHMENT THROUGH MENTAL HEALTH SERVICES, INC. (PEMHS),** a non-profit Florida corporation, whose address is 11254 58th Street, Pinellas Park, FL 33782, hereinafter called the "**AGENCY.**"

WITNESSETH:

WHEREAS, the **COUNTY** recognizes a need for a Baker Act receiving facility and Emergency Mental Health Services within the **COUNTY**; and

WHEREAS, the **AGENCY** is the only public Baker Act receiving facility and provides substance abuse and mental health (SAMH) services in the **COUNTY**; and

WHEREAS, the **COUNTY** recognizes that the **AGENCY** provides an essential service within the community; and

WHEREAS, the **AGENCY** seeks to implement a Recovery Room Intervention Model (RRIM) to promote connection to critical services and provide Baker Act diversion opportunities, where appropriate; and

WHEREAS, the **COUNTY** has approved the development of an Integrated Case Management Pilot Program (Pilot); and

WHEREAS, the **AGENCY** is in a unique position to supervise the implementation and operation of the Pilot and Pilot Team as a task force; and

WHEREAS, the BayCare Triage Program developed under an Agency for Health Care Administration (AHCA) grant has been successful in providing community interventions to avoid crisis care; and

WHEREAS, the **COUNTY** is seeking to continue the critical BayCare Triage Program services within Pinellas Safe Harbor shelter, and the community, as part of the Pilot to work with PEMHS.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Section 1 "Scope of Services" is hereby amended as follows:
    a. The **AGENCY** shall operate the public Baker Act receiving facility in Pinellas County and maintain at least forty-five (45) publicly-funded, adult crisis stabilization beds, unless otherwise agreed to, in writing by the **COUNTY**. This facility shall provide SAMH services including: Community Mental Health Services, Crisis Support Emergency Services, and Transportation for SAMH patients in Pinellas County. Additionally, in line with the evidence-based RRIM, the **AGENCY** shall conduct key assessments and provide essential mental health interventions for clients. The **AGENCY** will develop outcomes to demonstrate the model is accomplishing the following goals:
        i. More efficiently and effectively connect behavioral health clients to appropriate community resources;
        ii. Reduce bed utilization through enhanced front end interventions; and
        iii. Increase collaboration with community behavioral health service providers and enhance systems connections to improve system of care outcomes.
    b. The **AGENCY** shall develop a standard operating procedures (SOP) document for the RRIM that prioritizes effective collaboration with key community partners within six (6) months of approval of this amendment.
    c. The **AGENCY** shall champion community efforts to promote effective utilization

of Baker Act beds as well as connection to appropriate alternative treatment services.

i. The **AGENCY** shall host community outreach and education efforts to improve partner awareness of this best practice model.

ii. The **AGENCY** shall host annual feedback sessions with community partners to continue to address gaps to stabilization and other barriers to effective treatment within the community.

d. The **AGENCY** shall supervise and manage the operation of a Pilot Team as a task force, including:

i. Employ or contract for a Pilot Program Supervisor within sixty (60) days of the execution of this amendment to oversee all operations of the program. The supervisor is responsible for:

1. Assignment and tracking of all pilot cases referred.
2. Program operation and adjustments in coordination with the Pilot Steering Committee.
3. Regular reporting and information gathering for the Pilot Steering Committee, the **COUNTY**, and other program partners.
4. Align the Forensic Focused Outreach Program, assigned under contract with the **COUNTY,** to support the Pilot. Alignment activities shall include: collocation and supervision of assigned staff; oversight of case assignment; supervision and tracking of assigned activities; elimination of barriers and gaps; and reporting of any challenges to the **COUNTY** and Pilot Steering Committee.

AGENCY shall develop a Memorandum of Understanding (MOU) to memorialize this collocation, supervision and partnership, arrangement.

5. Manage BayCare Triage Program activities to support the Pilot including, but not limited to: case assignment oversight, staff supervision, oversight of collocated activities, elimination of barriers and gaps, and reporting of any challenges to the **COUNTY** and Pilot Steering Committee.
6. Lead and facilitate weekly, or as is necessary, Pilot Team Case Management meeting to review client cases and ensure effective engagement and treatment.
7. Participate in Pilot Steering Committee Meetings as requested by the **COUNTY**
8. Perform other duties as assigned by the **AGENCY** in coordination with the Pilot Steering Committee.

ii. The **AGENCY** shall initially contract with BayCare Behavioral Health Services, Inc. to maintain BayCare Triage Program services, previously established by the AHCA grant, as an aligned component of the Pilot Team. This will initially include:

1. Maintain (1.0) FTE Licensed Mental Health Clinician (LMHC), as defined in the AHCA grant program, at Pinellas Safe Harbor shelter for ongoing services and client engagement. The LMHC provides solution-focused behavioral health treatment through the use of

individual, group and family counseling. The LMHC shall also provide clinical impression and assessment, and perform crisis support and services, as needed. The LMHC functions as a Licensed Practitioner of the Healing Arts (LPHA), as applicable, and can oversee clinical staff as assigned.

2. Maintain (2.0) FTE masters-level practitioners (MLP), as defined in the AHCA grant program, collocated at PEMHS. The MLPs shall provide specialized services in a variety of settings. Responsibilities include: outreach, screening and assessment, case management, intervention, counseling, and crisis response. On-call crisis intervention and transport of clients may be required as applicable for specialized programs.
3. **AGENCY** may maintain up to (.3) FTE Program Manager at BayCare Behavioral Health, Inc., as is defined in the AHCA grant program, and as determined necessary by the **COUNTY** and the **AGENCY**.
4. Maintain program operating costs as defined by the **COUNTY**.
5. Changes to the position and location of operation must be requested in writing to the **COUNTY,** and is subject to approval in writing by the **COUNTY** without the need to further amend this Agreement. Changes may include: reduction or elimination of positions, alteration of type or education level of staff, alternative procurement methods, or other changes as discussed in conjunction with the

COUNTY.

iii. The **AGENCY** shall establish a plan for collocation of aligned services.

iv. The **AGENCY** will work with the Pilot Steering Committee to adapt the Pilot program and allow for additional program capacity, as needed.

v. The **AGENCY** shall meet quarterly with the **COUNTY** to review the Pilot operations under this Agreement.

2. Section 3 "Compensation" is hereby amended as follows:

a. The **COUNTY** agrees to pay the **AGENCY** an amount not to exceed **ONE MILLION SIX HUNDRED NINETY-THREE THOUSAND SIXTY-SIX and NO/00 DOLLARS ($1,693,066.00)** per fiscal year for the services described in Sections (1) (a)-(c) of this Agreement.

b. The **COUNTY** agrees to pay the **AGENCY** an amount not to exceed **NINETY-ONE THOUSAND NINE HUNDRED FORTY-ONE and NO/100 DOLLARS ($91,941.00)** from June 1, 2018, through September 30, 2018; and an amount not to exceed **THREE HUNDRED FORTY-FOUR THOUSAND FOUR HUNDRED THIRTY and NO/100 DOLLARS ($344,430.00)** for the period from October 1, 2018, through September 30, 2019 for services outlined in Section (1)(d). The **AGENCY** agrees to use a portion of the funds under this subsection to maintain the BayCare Triage Program as defined in Section (1)(d), unless otherwise agreed to in writing by the **COUNTY**.

c. Reimbursement payments under each section shall be made monthly, unless otherwise agreed to in writing, by the **COUNTY**, and shall consist of an invoice for the monthly, or proportional amount, signed by an authorized **AGENCY**

representative. Invoices shall be sent electronically to the Contract Manager on a monthly basis no later than fifteen (15) days after the end of the month. Invoicing due dates maybe shortened as necessary to meet fiscal year deadlines or grant requirements. The **COUNTY** will not reimburse the **AGENCY** for any expenditures in excess of the amount budgeted without prior approval or notification.

d. The **COUNTY** shall reimburse to the **AGENCY** in accordance with the Florida Prompt Payment Act upon receipt of invoice and required documentation. When the required documentation and/or reports are incomplete or untimely, the **COUNTY** may withhold payment until such time as the **COUNTY** accepts the remedied documentation and/or reports.

e. Any funds expended in violation of this Agreement or in violation of appropriate Federal, State, and County requirements shall be refunded in full to the **COUNTY**. If this Agreement is still in force, future payments may be withheld by the **COUNTY**.

3. Section 5 "Data Sharing" is hereby amended to include:

   a. The **AGENCY** agrees to coordinate data sharing in the prescribed format to aid in care coordination for Pinellas County Health Program and Healthcare for Homeless Program clients, as necessary.

   b. The **AGENCY** agrees to coordinate data sharing with Central Florida Behavioral Health Network as prescribed by the **COUNTY**, subject to legal review for county-funded services to aid in care coordination across the system.

4. Section 6 "Monitoring" is hereby amended to include:

g) The **AGENCY** is required to notify the **COUNTY,** verbally and in writing, three months prior to any reduction in bed status.

5. Section 28 "Agreement Management" is hereby amended as follows:

Pinellas County Human Services is the managing department for this Agreement. The Contract Management Section designates the following person(s) as liaison(s) for the County:

Tim Burns
Division Director
Pinellas County Human Services
440 Court Street
2nd Floor
Clearwater, Florida 33756
(727)464-8441

The Agency designates the following person(s) as liaison(s):

Gerald F. Wennlund
President/CEO
PEMHS
11254 58th Street North
Pinellas Park, Florida 33782
(727)362-4305

6. This Agreement is hereby renewed pursuant to Section (2) thereof, effective October 1, 2018, and continuing for a period of twelve (12) months from that date unless terminated or cancelled as provided therein.

7. Except as herein provided, all other terms and conditions of the Agreement remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

ATTEST:
KEN BURKE
Clerk of Circuit Court

By: _____
Deputy Clerk

PINELLAS COUNTY, FLORIDA, acting by and through its Board of County Commissioners

By: _____
Kenneth T. Welch, Chairman

Dated: _____, 2018

ATTEST:

By: _____
Witness

PERSONAL ENRICHMENT THROUGH MENTAL HEALTH SERVICES, INC.

By: _____
Gerald F. Wennlund
President/CEO

Dated: May 1, 2018

APPROVED AS TO FORM

By: _____
Office of the County Attorney
Assistant County Attorney