

**MEMORANDUM OF UNDERSTANDING  
COOPERATIVE AGREEMENT TO BENEFIT HOMELESS INDIVIDUALS**

This MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between Pinellas County (**COUNTY**), a political subdivision of the State of Florida, and Homeless Emergency Project, Inc., D.B.A. Homeless Empowerment Program (**PROVIDER**), a non-profit Florida corporation whose address is 1120 North Betty Lane, Clearwater, FL 33755.

WITNESSETH

WHEREAS, the **COUNTY** desires to provide for local community mental health and substance abuse treatment services within Pinellas County; and

WHEREAS, the **COUNTY** is committed to both enhancing the delivery of human services and increasing citizen access to those services; and

WHEREAS, the **COUNTY**, through its endorsement of the Housing First Resolution on August 9, 2016, recognizes that the provision of safe, affordable housing is a critical component for promoting recovery and stabilization of homeless individuals with mental health and substance abuse concerns; and,

WHEREAS, the **PROVIDER** offers safe, clean, affordable housing options for homeless individuals and families; and,

WHEREAS, the **COUNTY**, in partnership with local providers and stakeholders, applied for and received a Federal Grant Award from the Substance Abuse and Mental Health Services Administration (SAMHSA), under the 2016 Cooperative Agreement to Benefit Homeless Individuals (CABHI), hereinafter referred to as “the grant”; and

WHEREAS, the **COUNTY** has contracted with three (3) grant sub-recipients for the implementation of the grant program and the provision of the grant substance abuse and mental health services, to wit, Directions for Mental Health, Inc. D.B.A. Directions for Living, Operation PAR, Inc. and WestCare GulfCoast-Florida, Inc.; and,

WHEREAS, the **PROVIDER** can benefit from additional substance abuse and mental health services for residents; and,

WHEREAS, the **COUNTY** seeks to maximize partner relationships and public outreach, and support programs that seek to prevent and remedy the causes of homelessness; and

NOW THEREFORE, the **COUNTY** and **PROVIDER** agree as follows:

**1. Participation**

In accordance with this MOU, the **PROVIDER** will coordinate with the **COUNTY** and its grant sub-recipients as a participant and stakeholder for the grant program, as follows:

- a. **PROVIDER** agrees to attend and actively participate in the Local Government Steering Committee for the grant. (See Attachment 1.)
- b. **PROVIDER** will support the Local Government Steering Committee goals of:
  - i. Monitoring the performance goals of the grant program;
  - ii. Increasing coordination with other entities engaged in planning the jurisdiction's response to homelessness; and,
  - iii. Ensuring the provision of direct treatment and recovery support services to the population of focus.

- c. **COUNTY** agrees to maintain ongoing communication with **PROVIDER** to ensure compliance with the goals, terms and conditions of the grant.

**2. Referrals**

**PROVIDER** will coordinate with the Local Government Steering Committee and the Program Coordination committee to refer eligible clients to the grant program.

**3. Telehealth**

**PROVIDER** will coordinate with the Local Government Steering Committee and the Program Coordination Committee to establish standards and implement Telehealth services where feasible.

**4. HIPAA**

**PROVIDER** agrees to execute a HIPAA Business Associate Agreement, (See Attachment 2). **PROVIDER** agrees to use and disclose Protected Health Information in compliance with the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and shall disclose any policies, rules or regulations enforcing these provisions upon request.

**5. Reports**

**PROVIDER** shall collect data documenting its use of the grant program and shall provide quarterly reports to Pinellas County Human Services, using a report format agreed to by the parties, and subject to revision by mutual agreement of the parties. Annual reporting may include, but is not limited to:

- a. Number of clients referred to program

- b. Participation in Governmental Steering Committee
- c. A narrative of any highlights, success stories, or challenges experienced in carrying out the activities detailed in this MOU.

**6. Indemnification**

**PROVIDER** shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the **COUNTY** from all suits, actions, allegations, claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from **PROVIDER**; or by, or in consequence of, any neglect; or on account of any act or omission, neglect or misconduct; or by, or on account of, any claim or accounts recovered under any other laws, by-laws, ordinances, orders or decrees, except only such injury or damage as shall have been occasioned by the sole negligence of the County.

**7. Term**

This MOU shall be effective upon execution of the Parties and shall expire September 29, 2019, unless otherwise mutually modified. This MOU may be renewed based on the expiration of the initial term by mutual agreement of the parties if all terms and conditions remain the same. Either Party may cancel this MOU by providing written notice of cancellation.

8. Except as expressly provided in this MOU, neither Party may subcontract, assign or transfer its rights or obligations under this MOU without prior written consent of the other Party.

9. All rights and responsibilities provided for in this MOU are subject to the availability of grant funding.

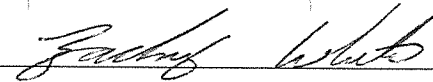
10. This MOU constitutes the entire agreement between the Parties. It may be amended only in writing and signed by all parties to this MOU.

11. The Laws of the State of Florida shall control any interpretation or enforcement of this MOU.

ACCORDINGLY, the Parties hereto, through their lawful representative(s), hereby enter in to this MOU.

<Signature Page to Follow>

Provider: HEP

By: 

Printed Name: Zachary White

Title: Vice President


Date: 01-09-2017

PINELLAS COUNTY, a political  
subdivision of the State of Florida,  
by and through its County Administrator

By:   
Mark S. Woodard

Date: March 9, 2017

APPROVED AS TO FORM

By:   
Office of the County Attorney