

# HUMAN SERVICES FUNDING AGREEMENT

## Hospital Provider Agreement

Legistar ID Number: 22-0219A

THIS AGREEMENT (Agreement) is effective upon the date last entered below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**COUNTY**," and **OHI WEST, INC.**, a non-profit Florida corporation, dba **BAYFRONT HEALTH ST. PETERSBURG**, whose address is 701 6<sup>th</sup> Street, St. Petersburg, FL 33701, hereinafter called the "**AGENCY**."

### WITNESSETH:

WHEREAS, the **COUNTY** is committed to assisting residents in need of medical care; and,

WHEREAS, indigent Pinellas County residents require medical services which they cannot afford; and,

WHEREAS, the **PARTIES** believe it is in the best interest of the residents of Pinellas County to receive health care services provided by our local **AGENCY**; and

WHEREAS, the health and well-being of Pinellas County residents are critical for a prosperous and sustainable community; and

WHEREAS, health is influenced by many factors beyond genetics and medical care, including the social, economic, service, and physical environments, both natural and built, and conditions in which people live, learn, work, play, and age. These environments and conditions are known as the social determinants of health; and

WHEREAS, policies implemented by the **COUNTY** related to food access, housing, transportation, public safety, education, criminal justice, and economic development significantly affect health inequities and the social determinants of health; and

WHEREAS, the COUNTY, after full consideration, determined that the AGENCY assists in ensuring the broadest geographical coverage for the provision of services to Pinellas County residents enrolled in the Pinellas County Health Program; and

WHEREAS, the COUNTY desires to divert the inappropriate use of emergency room facilities by citizens of Pinellas County; and

WHEREAS, the AGENCY has staff and facilities available to provide medical care to eligible Pinellas County residents.

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

**1. Recitals**

The above “WHEREAS” clauses are incorporated into and are made a part of this Agreement.

**2. Scope of Services.**

a) The AGENCY shall provide the following services to Pinellas County residents enrolled in the Pinellas County Health Program (PCHP) as authorized by the Pinellas County Human Services Department through its contracted health care provider:

- i. Coordinate Ambulatory Surgical Center procedures, including diagnostic imaging, pathology and anesthesiology and all other ancillary services as related to outpatient procedures.
- ii. Provide and/or coordinate procedures, including pharmacy, medical/surgical supplies, pathology, anesthesiology, diagnostic imaging, and all other ancillary services as related to inpatient procedures.

- iii. Provide care services for inpatient and outpatient clients.
  - iv. Provide patient rehabilitation services as related to approved **AGENCY** admissions.
  - v. Provide medical care to eligible Pinellas County residents and low-income individuals who are not entitled to benefits under Title XVIII of the Social Security Act or eligible for assistance under the State plan and who are enrolled in PCHP.
- b) The **AGENCY** will work with the **COUNTY** to enroll potential clients who appear eligible based on financial screening performed at **AGENCY** sites.
- c) The **PARTIES** agree to use INTERQUAL criteria in determining admission to **AGENCY**.
- d) Provision of medical services shall be performed consistent with acceptable industry standards.
- e) The **AGENCY** will participate in quarterly operational meetings with the **COUNTY** to collaborate on diversion opportunities, development of shared client outcomes, enrollment promotion, discharge planning, and service connection.
- f) The **AGENCY** will participate in a Bus Pass Program in which the **COUNTY** will issue a predetermined quantity of bus passes to the **AGENCY**. The bus passes shall be utilized to provide transportation for needs such as follow-up appointments, travel home, or other use as determined by the **COUNTY**.

**3. Term of Agreement.**

- a. The term of this Agreement commences upon execution of this Agreement by both Parties and shall expire on September 30, 2024. Following the commencement of this Agreement,

reimbursement for services and costs rendered by the **AGENCY** on or after October 1, 2022, may be invoiced. Compensation will be adjusted annually as outlined in Section 4 below.

**4. Compensation.**

a. The **COUNTY** agrees to pay the **AGENCY** an amount not to exceed Eight-hundred, Forty Thousand, and NO/100 (\$840,000.00) per fiscal year for the services described in Section 2 of this Agreement. The **PARTIES** reserve the right to adjust future fiscal year(s) compensation amounts pursuant to an annual review based upon inpatient and ambulatory share utilization, as established in writing by mutual agreement of the **PARTIES** without the need to further amend this Agreement.

b. All requests for reimbursement payments must be submitted no more frequently than on a quarterly basis and shall consist of an invoice for one-fourth (1/4) of the annual contract amount, signed by an authorized **AGENCY** representative, and accompanied by reports as required in Section 5, herein. Any quarter for which services are not provided for the full quarter shall be prorated for the number of days that services were made available. Invoices shall be sent electronically to the Contract Manager on a quarterly basis within thirty (30) days of the end of the quarter. Specifically, invoices are due between January 1, 2023 and January 31, 2023 (for the first quarter), April 1, 2023 and April 30, 2023 (for the second quarter), July 1, 2023 and July 30, 2023 (for the 3<sup>rd</sup> quarter), October 1, 2023 and October 30, 2023 (for the fourth quarter). Unless otherwise provided for in Section (h) below (LIP). The **COUNTY** shall not reimburse the **AGENCY** for any expenditures in excess of the amount budgeted without prior approval or notification. Invoicing due dates may be shortened as necessary to meet fiscal year deadlines or grant requirements.

c. 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.

d. **COUNTY** shall remain a payer of last resort.

e. In the event that the funds available for services under this Agreement becomes fully encumbered, **AGENCY** shall continue to provide services to enrolled clients, to the extent specified in the Agreement, through the remainder of term of this Agreement, at no additional expense to **COUNTY**. **AGENCY** shall charge no co-pays or balance bill any patient enrolled for services in the Pinellas County Health Program for services related to this Agreement.

f. Alternatively, payments to **AGENCY** may be made to the State of Florida pursuant to the Low Income Pool (LIP) Letters of Agreement (LOAs) or subsequently designed state low-income healthcare pool. If the **COUNTY** issues payments to the State of Florida pursuant to the LIP LOAs, funding provided under the LIP LOAs shall be prioritized so that designated funding shall be first be used to fund the Medicaid services as provided for in Section 1 (Scope of Services) of this Agreement (including LIP) and used secondarily for other purposes.

g. Participation in the LIP LOAs by the **COUNTY** shall satisfy **COUNTY'S** responsibility under this section of this Agreement. **COUNTY** will pay **AGENCY** directly if intergovernmental transfers are returned to the **COUNTY** by the Agency for Health Care Administration.

i. 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**

**5. Data Collection**

a. The **AGENCY** agrees to submit monthly program data reports to the **COUNTY**, consistent with the data elements and collection standards found in Attachment 1. The **COUNTY** reserves the right to amend these data elements or reports as necessary to ensure that the overall programmatic purpose is demonstrated, quantified, and achieved. The report formats shall be prescribed and provided by the **COUNTY**.

b. Program data shall be submitted to the **COUNTY** no later than thirty (15) days following the end of the month.

**6. HIPAA.**

a. The **AGENCY** is a HIPAA Covered Entity. The **AGENCY** 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.

b. The **AGENCY** understands and agrees that the **COUNTY**, as a political subdivision of the State of Florida, is a governmental entity that provides for health and welfare programs (Fla Stat. 125.01) and that the **COUNTY** is a Covered Entity as a payor of health care as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 45 CFR 160.103. Therefore, the **AGENCY**, shall make available to the **COUNTY** any/all records pertaining to rendered services funded in total or in part by the **COUNTY** for the purposes of coordinating medical and behavioral health care treatment services, performing quality assurance reviews of services rendered by the **AGENCY**, and conducting financial and program operational

audits. The **AGENCY** shall comply with requests from the **COUNTY** for access to requested information, including protected health information, within a timely manner and without restriction. The **AGENCY** agrees that the **COUNTY** retains the specific right of access to all treatment records, plans, reviews, and essentially similar materials that relate to the services provided to clients/consumers under the terms of this Agreement. The **COUNTY** shall be entitled to make and retain possession of copies of any treatment plans, records, reviews, and essentially similar materials which relate to the services provided to clients/consumers under the terms of this Agreement and the **AGENCY** shall not restrict the **COUNTY** from such possession.

c. **AGENCY** shall provide clients their individual client medical records for inspection and copying in accordance with 45 CFR Part 164.524.

d. The **AGENCY** shall develop Data Sharing Agreements and Business Associate Agreements with local behavioral health providers, as necessary, to facilitate the exchange of health information and coordinate client care. The **AGENCY** shall identify and provide points of contact to local CSUs to minimize the amount of time their client spends in a Crisis Stabilization Unit (CSU) and to optimize care coordination.

**7. Data Collaborative.**

In the fall of 1999, the Pinellas County Data Collaborative was established pursuant to Chapter 163.62 Florida Statute, which allows governmental and certain private agencies to share information. As a recipient of governmental funding, the **AGENCY** agrees to participate in efforts to support the data collaborative, share data and allow for data submitted under this agreement to be shared with the data collaborative, and provide additional program and other information in an electronic format to the **COUNTY** for the sole purpose of data collection, research and policy development. The **AGENCY** may also be required to execute a Data Sharing Agreement to

facilitate information sharing.

**8. Personnel**

a. **Qualified Personnel.** The **AGENCY** agrees that each person performing Services in connection with this Agreement shall have the required licensure and qualifications and shall fulfill the requirements set forth in this Agreement.

b. **Approval and Replacement of Personnel.** The **COUNTY** shall have the right to approve all **AGENCY** Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. The **AGENCY** shall provide the names and qualifications of the **AGENCY** Personnel assigned to perform Services pursuant to the Agreement in writing within ten (10) days of execution of this Agreement. Thereafter, during the term of this Agreement, the **AGENCY** shall promptly, and as required by the **COUNTY**, provide written notice of the names and qualifications of any additional **AGENCY** personnel assigned to perform Services. The **COUNTY**, on a reasonable basis, shall have the right to require the removal and replacement of any of the **AGENCY** Personnel performing Services, at any time during the term of the Agreement. The **COUNTY** will notify the **AGENCY** in writing in the event the **COUNTY** requires such action. The **AGENCY** shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the **COUNTY** and shall promptly replace such person with another person, acceptable to the **COUNTY**, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual **AGENCY** Personnel are prohibited by applicable law from providing Services, removal and replacement of such **AGENCY** Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe.

c. The **AGENCY** shall, within ten (10) business days of changes, submit written



notification by electronic mail to their Contract Manager if any of the following positions are to be changed and identify the individual and qualifications of the successor or plan to recruit a successor:

- i. Chief Executive Officer (CEO)
- ii. Chief Operations Officer (COO)
- iii. Chief Financial Officer (CFO)

**9. Documentation.**

The **AGENCY** shall provide the following documents upon request by the **COUNTY** within ten (10) business days of receiving the request, as applicable. In the event there is any change to **AGENCY's** right to exist and/or conduct business, including IRS Determination, in the State of Florida, **AGENCY** shall report and notify **COUNTY** of such change within forty eight (48) hours.

- a. Articles of Incorporation if **COUNTY** cannot otherwise locate the same on the Florida Department of State website
- b. All legally required licenses necessary to provide the Services hereunder
- c. IRS Status Certification/501 (c) (3)

**10. Special Situations.**

a. The **AGENCY** agrees to inform the **COUNTY** within three (3) business days of any circumstances or events which may reasonably be considered to jeopardize its capability to continue to meet its obligations under the terms of this Agreement. Circumstances or events may include, but are not limited to, those resulting in injury, media coverage or public reaction that may have an impact on the **AGENCY's** or the **COUNTY's** ability to protect and serve its participants, or other significant effect on the **AGENCY** or the **COUNTY**. Circumstances or

events shall be reported to the designated **COUNTY** contact in the form prescribed by the **COUNTY**.

**11. Amendment/Modification.**

In addition to applicable federal, state and local statutes and regulations, this Agreement expresses the entire understanding of the parties concerning the matters covered herein. Unless specifically indicated herein, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved by the parties. Budget or operational modifications that do not result in an increase of funding, change the underlying public purpose of this Agreement or otherwise amend the terms of this Agreement shall be submitted in the format prescribed and provided by the **COUNTY** which is attached hereto and incorporated herein as Attachment 2.

**12. Termination.**

a. The **COUNTY** reserves the right to cancel this Agreement without cause by giving thirty (30) days prior notice to the **AGENCY** in writing of the intention to cancel. Failure of the **AGENCY** to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement. Where the **COUNTY** determines that a material breach can be corrected, the **AGENCY** shall be given thirty (30) days to cure said breach. If the **AGENCY** fails to cure, or if the breach is of the nature that the **COUNTY** has determined cannot be corrected, or that the harm caused cannot be undone, the **COUNTY** may immediately terminate this Agreement, with cause, upon notice in writing to the **AGENCY**.

b. In the event sufficient budgeted funds are not available for a new fiscal period or are otherwise encumbered, the **COUNTY** shall notify the **AGENCY** of such occurrence and the

Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the COUNTY.

c. In the event the AGENCY uses any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, the AGENCY shall repay such amount and, at the option of the COUNTY, be deemed to have waived the privilege of receiving additional funds under this Agreement.

**13. Assignment/Subcontracting.**

a. This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

b. The AGENCY is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. The AGENCY shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the COUNTY, without the prior written consent of the COUNTY, which shall be determined by the COUNTY in its sole discretion.

**14. Non-Exclusive Services.**

During the term of this Agreement, and any extensions thereof, the COUNTY reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

**15. Indemnification.**

The AGENCY agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the COUNTY, its officers, employees and agents from all damages, suits, actions

or claims, including reasonable attorney's fees incurred by the **COUNTY**, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of the **AGENCY**; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the **COUNTY**.

**16. Insurance.**

The **AGENCY** shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment 3 and provide a Certificate of Insurance to the **COUNTY**. The insurance requirements shall remain in effect throughout the term of this Agreement.

**17. Public Entities Crimes.**

The **AGENCY** is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to the **COUNTY** that the **AGENCY** is qualified to transact business with public entities in Florida and that its performance of the Agreement will comply with all applicable laws including those referenced herein. The **AGENCY** represents and certifies that the **AGENCY** is and will at all times remain eligible for and perform the services subject to the requirements of these, and other applicable, laws. The **AGENCY** agrees that any contract awarded to the **AGENCY** will be subject to termination by the **COUNTY** if the **AGENCY** fails to comply or to maintain such compliance.

**18. Business Practices.**

a. The **AGENCY** shall utilize financial procedures in accordance with generally accepted accounting procedures and Florida Statutes, including adequate supporting documents, to account for the use of funds provided by the **COUNTY**.

b. The **AGENCY** shall retain all records (programmatic, property, personnel, and financial) relating to this Agreement for three (3) years after final payment is made.

c. All **AGENCY** records relating to this Agreement shall be subject to audit by the **COUNTY** and the **AGENCY** shall provide an independent audit to the **COUNTY**, if so requested by the **COUNTY**.

**19. Public Records.**

The **AGENCY** acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. The **AGENCY** agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and the **AGENCY** policies, including but not limited to the Section 119.0701, Florida Statutes. Specifically, section 119.0701 requires **AGENCY** perform the following:

a. Keep and maintain public records required by the **COUNTY** to perform the service.

b. Upon request from the **COUNTY**'s custodian of public records, provide the **COUNTY** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

c. Ensure that public records that are deemed exempt and/or confidential are exempted

from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the **AGENCY** does not transfer the records to the **COUNTY**.

d. Upon completion of the contract, transfer, at no cost to the **COUNTY**, all public records in possession of the **AGENCY** or keep and maintain public records required by the **COUNTY** to perform the service. If the contractor transfers all public records to the **COUNTY** upon completion of the contract, the **AGENCY** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **AGENCY** keeps and maintains public records upon completion of the contract, the **AGENCY** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the **COUNTY**, upon request from the **COUNTY**'s public agency's custodian of public records, in a format that is compatible with the information technology systems of the **COUNTY**.

**IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Public Records Liaison  
440 Court St., 2<sup>nd</sup> Floor  
Clearwater, FL 33756  
[astanton@pinellascounty.org](mailto:astanton@pinellascounty.org)  
(727) 464-8437

**20. Nondiscrimination.**

a. Pursuant to Section 2.02(e) of the Pinellas County Code Protection of human rights. The **COUNTY** shall establish provisions, pursuant to state and federal law, for protection of

human rights from discrimination based upon religion, political affiliation, race, color, age, sex, or national origin by providing and ensuring equal rights and opportunities for all people of Pinellas County.

b. The **AGENCY** shall not discriminate against any applicant for employment or employee with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment or against any client because of age, sex, race, ethnicity, color, religion, national origin, disability, marital status, or sexual orientation.

c. The **AGENCY** shall not discriminate against any person on the basis of age, sex, race, ethnicity, color, religion, national origin, disability, marital status or sexual orientation in admission, treatment, or participation in its programs, services and activities.

d. The **AGENCY** shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

e. At no time will clients served under this Agreement be segregated or separated in a manner that may distinguish them from other clients being served by the **AGENCY**.

**21. Conflicts of Interest.**

a. No officer, member, or employee of the **COUNTY**, and no member of its governing body, and no other public official of the governing body of any locality in which the program is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of this program, shall participate in any decisions relating to this Agreement which affect his/her personal interest or the interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested; nor shall any such officer, member, or employee of the **COUNTY**, or any member of its governing body, or public

official of the governing body, or public official of the governing body of any locality in which the program is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this program, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

b. The **AGENCY** shall promptly notify the **COUNTY** in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the **AGENCY** is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the **AGENCY** may identify the prospective business association, interest or circumstance, the nature of work that the **AGENCY** may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the **AGENCY**. The **COUNTY** agrees to notify the **AGENCY** of its opinion within ten (10) calendar days of receipt of notification by the **AGENCY**, which shall be binding on the **AGENCY**.

**22. Independent Contractor.**

It is expressly understood and agreed by the parties that the **AGENCY** is at all times hereunder acting and performing as an independent contractor and not as an agent, servant, or employee of the **COUNTY**. No agent, employee, or servant of the **AGENCY** shall be, or shall be deemed to be, the agent or servant of the **COUNTY**. None of the benefits provided by the **COUNTY** to their employees including, but not limited to, Worker's Compensation Insurance and Unemployment Insurance are available from the **COUNTY** to the employees, agents, or servants of the **AGENCY**.

**23. Governing Law.**

The laws of the State of Florida shall govern this Agreement.



**24. Conformity to the Law.**

The **AGENCY** shall comply with all federal, state and local laws and ordinances and any rules or regulations adopted thereunder.

**25. E-VERIFY**

a. The **AGENCY** must register with and use the E-verify system in accordance with Florida Statute 448.095. The **AGENCY** shall submit an affidavit of compliance with this section at the start of this agreement.

b. If the **AGENCY** enters into a contract with a Subcontractor, the Subcontractor must provide the **AGENCY** with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

c. If the **COUNTY**, the **AGENCY**, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1), the party shall immediately terminate the contract with the person or entity.

d. If the **COUNTY** has a good faith belief that a Subcontractor knowingly violated this provision, but the **AGENCY** otherwise complied with this provision, the **COUNTY** will notify the **AGENCY** and order that the **AGENCY** immediately terminate the contract with the Subcontractor.

e. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. The **AGENCY** acknowledges upon termination of this agreement by the **COUNTY** for violation of this section by **AGENCY**, the **AGENCY** may not be awarded a public contract for at least one (1) year. The **AGENCY**

acknowledges that the **AGENCY** is liable for any additional costs incurred by the **COUNTY** as a result of termination of any contract for a violation of this section.

f. The **AGENCY** shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. The **AGENCY** shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

**26. Prior Agreement, Waiver, and Severability.**

This Agreement supersedes any prior Agreements between the Parties and is the sole basis for agreement between the Parties in regard to this matter. The waiver of either party of a violation or default of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent violation or default hereof. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**27. Agreement Management.**

Pinellas County Human Services designates the following person(s) as the liaison for the **COUNTY**:

Abigail Stanton, Contracts Division Director  
Pinellas County Human Services  
440 Court Street, 2<sup>nd</sup> Floor  
Clearwater, Florida 33756  
astanton@pinellascounty.org

**AGENCY** designates the following person(s) as the liaison:

Latasha Barnes, Chief Financial Officer

**OHI West, Inc. DBA Bayfront Health St. Petersburg  
701 6<sup>th</sup> Street South  
St. Petersburg, FL 33701  
727-553-7767**

**SIGNATURE PAGE FOLLOWS**

