

HUMAN SERVICES FUNDING AGREEMENT

COMMUNITY AND PRIMARY CARE SERVICES

WITH BAYCARE BEHAVIORAL HEALTH, INC.

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 BayCare Behavioral Health, Inc., a non-profit Florida corporation, whose address is 7809 Massachusetts Ave., New Port Richey, FL 34656, hereinafter called the "**AGENCY**."

WITNESSETH:

WHEREAS, the **COUNTY** desires to utilize a portion of the funds available out of Pinellas County's General Fund to assist social service agencies within Pinellas County; and

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

WHEREAS, the **COUNTY** recognizes that the **AGENCY** provides essential behavioral health services within the community and has experience providing diversion and behavioral health interventions.

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

1. Scope of Services.

AGENCY will provide staff at the Safe Harbor Homeless Shelter and will co-locate staff at sites served by the County's Healthcare for the Homeless (HCH) program. Staff will conduct behavioral health assessments and brief interventions, and will develop a seamless transition to services/referral locations, including but not limited to preparing proper documentation, procedures, referral tracking and coordination. Specific services **AGENCY** will include:

- a) Accept referrals from the Health Care for the Homeless Program for clients whose Behavioral Health Screening results are “urgent” or where the physician highly recommends the client to be in need of behavioral health stabilization.
- b) Provide behavioral health counseling services for crisis avoidance.
- c) Perform and document a behavioral health assessment on each client referred to the recipient within 2 business days of referral unless otherwise defined and agreed to by the COUNTY. Should the recipient not be able to complete the assessment within agreed timing, the recipient will document any attempt to reach the client to schedule the assessment.
- d) Provide services in a manner consistent with current medical standards and practices.
- e) Provide behavioral health care/intervention services as needed based on the behavioral health assessment outcomes. Behavioral health care services include, but are not limited to, behavioral health screenings, basic health education and counseling, and substance abuse treatment and counseling.
- f) Clients may receive behavioral health care services from the recipient for up to 30 days from the date of the assessment. After 30 days the client may be discharged from the program or referred to community providers based on the clients ongoing intervention needs. AGENCY may provide additional services as necessary and appropriate while awaiting referral. Additional services and service timeframes following referral will be tracked in order to inform system operations.

- g) Provide an information technology infrastructure for supporting performance of coordinate behavioral care services to include computers, software, and internet services. Patient information, appointments, assessments and referrals will be monitored utilizing an Electronic Health Record (EHR) system.
- i. The recipient will be responsible for providing documentation of services back to the referring health center for inclusion in the patient's electronic health record and appropriate follow-up by the health center with the client.
 - ii. The recipient will be required to document and report a set of performance outcomes to the County on a monthly/quarterly basis.
 - iii. Provide three FTE.
 - iv. **Licensed Mental Health Clinician (1.0 FTE)** – The Licensed Clinician provides solution focused behavioral health treatment through the use of individual, group and family counseling. The Clinician provides clinical impression and assessment, and performs crisis support and services as needed. The Clinician functions as Licensed Practitioner of the Healing Arts as applicable, and oversees clinical staff as assigned.
 - v. **Masters Level Practitioner (2.0 FTE)** – The Master's Level Practitioner provides 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. The Master's Level Practitioner is supervised by an LPHA.

vi. Program Manager (0.30 FTE) – Oversees the provision of services, conducts In-Service and community presentations, responds to program service related emergencies and provides crisis intervention, develops policies and procedures for assigned programs in accordance with all relevant regulations, ensures team members transporting individuals served meet driving criteria, ensures assigned program service areas are in compliance with established Infection Control Policy and Procedures and submits documentation, participates in addressing areas that do not meet standard, provides timely and documented corrective action as needed for compliance and patient experience, volunteers to serve on at least two task forces with impact service delivery, monitors medical records of individuals assigned to team members, communicates pertinent program service information to Director or appropriate personnel, ensures team members use efficient caseload management practice, facilitates program strategic planning, program planning and development, ensures assigned areas are ready for site visits, visits service sites, reviews clinical records and speaks with persons served, family or significant others and staff in order to evaluate key aspects of service delivery, ensures customer satisfaction surveys are distributed in assigned areas, oversees peer review process in assigned program service area, oversees site visit corrective action plans, implementation and monitoring, assures accurate and timely completion of required outcome measures and schedules remedial training with Outcomes Department as warranted, and oversees vehicles assigned to program service areas.

vii. Provide credentialing and privileging for staff including:

1. Ensuring that all licensed independent practitioners, other licensed or certified practitioners, and other clinical staff are licensed, certified, or registered as verified through a credentialing process, in accordance with applicable Federal, state, and local laws; and competent and fit to perform the contracted or referred services, as assessed through a privileging process.
 2. Providing an attestation to the above and be subject to a site visit by the County or designated review agent within the contract period to review the recipient's credentialing & privileging processes for the contracted provider's staff.
- h) Provide behavioral health services available equally to all referred clients, regardless of ability to pay. In accordance with Health Resources and Services Administration guidelines, any fees charged to clients as a result of services rendered through this contract will be discounted 100% with no additional co-pay or nominal fee per service charged to the client.

2. Term of Agreement.

The services of the AGENCY shall commence retroactive to October 1, 2017, and the agreement shall expire on March 31, 2018.

3. Compensation.

- a) The COUNTY agrees to pay the AGENCY an amount not to exceed one hundred fifty thousand dollars (\$150,000.00) for services described in Section 1 of this Agreement.
- b) All requests for reimbursement payments must be submitted on a monthly basis

and shall consist of an invoice for the amount, signed by an authorized **AGENCY** representative, and receipts or other documentation. Invoices shall be sent electronically to the Contract Manager within fifteen (15) days of the end of the month. Invoicing due dates may be shortened as necessary to meet fiscal deadlines or grant requirements. The **COUNTY** shall not reimburse the **AGENCY** for any expenditures in excess of the amount budgeted without prior approval or notification.

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) 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 shall be withheld by the **COUNTY**.

e) Payment of these committed funds pursuant to this Agreement is subject to the availability of funds.

f) In the event that funds available for services under this Agreement become fully encumbered, **AGENCY** shall not be required to continue to provide any services to enrolled clients until such time as **COUNTY** has funds available for the services. **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.

g) 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 used to fund the Medicaid services.

h) 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.

4. Performance Measures.

The AGENCY agrees to submit reports to the COUNTY as required by the Healthcare for the Homeless Program. The COUNTY reserves the right to amend data elements, performance measures, or reports as necessary to ensure that the overall programmatic purpose is demonstrated, quantified, and achieved. Reports shall be submitted to the COUNTY no later than fifteen (15) days following the end of the month. The report formats shall be prescribed and provided by the COUNTY.

5. Data Sharing.

The AGENCY agrees to share data including as outlined in the Data Sharing Agreement (see Attachment 1) and to provide program and other information in an electronic format to the COUNTY for the sole purpose of data collection, research and policy development.

6. Monitoring.

a) AGENCY will comply with COUNTY and departmental policies and procedures.

b) AGENCY will cooperate in monitoring site visits including, but not limited to, review of staff, fiscal and client records and provision of related information at any

reasonable time.

c) **AGENCY** will submit other reports and information in such formats and at such times as may be prescribed by the **COUNTY**.

d) **AGENCY** will submit reports on any monitoring of the program funded in whole or in part by the **COUNTY** that are conducted by federal, state or local agencies or other funders.

e) If the **AGENCY** receives accreditation reviews, each accreditation review will be submitted to the **COUNTY** after receipt by **AGENCY**.

f) All monitoring reports will be as detailed as may be reasonably requested by the **COUNTY** and will be deemed incomplete if not satisfactory to the **COUNTY** as determined in its sole reasonable discretion. Reports will contain the information or be in the format as may be requested by the **COUNTY**. If approved by the **COUNTY**, the **COUNTY** will accept a report from another monitoring agency in lieu of reports customarily required by the **COUNTY**.

7. Documentation.

The **AGENCY** shall maintain and provide the following documents upon request by the **COUNTY** within three (3) business days of receiving the request.

- a. Articles of Incorporation
- b. **AGENCY** By-Laws
- c. Past 12 months of financial statements and receipts
- d. Membership list of governing board
- e. All legally required licenses
- f. Latest agency financial audit and management letter

- g. Biographical data on the AGENCY chief executive and program director
- h. Equal Employment Opportunity Program
- i. Inventory system – (equipment records)
- j. IRS Status Certification/501 (c) (3)
- k. Current job descriptions for staff positions
- l. Match documentation
- m. Continuity of Operation Plan (Disaster Preparedness Plan)

8. Payments During Disaster Recovery

The COUNTY agrees to support previously approved funded programs unable to provide normal services for a period of at least sixty (60) days after a disaster has been declared, provided the program agrees to address needs for like services within the community at the request of the COUNTY. This period may be extended within the current contract period at the discretion of the Human Services Director. The AGENCY will provide the COUNTY with a current copy of their Continuity of Operations Plan upon request.

9. Special Situations.

AGENCY agrees to inform COUNTY within one (1) business day 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. Incidents 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 COUNTY's ability to protect and serve its participants, or other significant effect on the AGENCY or COUNTY. Incidents shall be reported to the designated COUNTY contact below by phone or email only. Incident report information shall not include any identifying information of the participant.

10. Cancellation.

- 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, or with cause if at any time the AGENCY fails to fulfill or abide by any of the terms or conditions specified. Failure of the AGENCY to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and shall be cause for immediate termination of the Agreement at the discretion of the COUNTY.
- b) 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, at the option of the COUNTY, repay such amount and be deemed to have waived the privilege of receiving additional funds under this Agreement.
- c) 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.

11. 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.

12. Amendment/Modification.

In addition to applicable federal, state and local statutes and regulations, this Agreement expresses the entire understanding of the parties concerning all matters covered 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 modifications that do not result in an increase of funding, change the purpose of this Agreement or otherwise amend the terms of this Agreement shall be submitted in the format prescribed and provided by the **COUNTY**.

13. 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 **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**.

14. HIPAA

The **AGENCY** is a covered entity and **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.

15. Insurance.

The **AGENCY** shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment 2, and provide a Certificate of Insurance to the **COUNTY**. The insurance requirements shall remain in effect throughout the term of this Agreement.

16. 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.

17. 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 shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. In addition, the AGENCY shall provide an independent audit to the COUNTY, if so requested by the COUNTY.

18. Nondiscrimination.

a) 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.

b) 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.

c) 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.

d) 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.

19. Conflict of Interest.

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 (10) calendar days of receipt of notification by the **AGENCY**, which shall be binding on the **AGENCY**.

20. Independent Contractor.

It is expressly understood and agreed by the parties that **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 **COUNTY** to the employees, agents, or servants of the **AGENCY**.

21. Non-Expendable Property.

For the purposes of this Agreement, non-expendable property shall mean all property which will not be consumed or lose its identity, which costs \$5,000.00 more per unit, and which has a life expectancy in excess of one year.

- a) The **AGENCY** shall list any non-expendable property purchased by these funds according to description, model, serial number, date of acquisition, and cost.
- b) The **COUNTY** reserves the right to have its agent personally inspect said property.
- c) The **AGENCY** shall own any non-expendable property purchased by funds from

this grant subject to the following conditions:

1. The **AGENCY** shall not sell said property within one year of purchase unless express permission is obtained from the **COUNTY** in writing;
2. The **AGENCY** shall use said property for the purposes of the program herein, or for similar purposes;
3. The **COUNTY** shall have the right to take exclusive possession, control, and all other ownership rights of said property whose value exceeds \$5,000.00 at any time prior to September 30, 2016 if the **AGENCY** violates any provision of this Agreement, or if the **AGENCY** fails to use the property for the purposes of the project herein, or if the **AGENCY** ceases to exist for the purposes of this Agreement; and
4. The **AGENCY** shall reimburse funds to the **COUNTY** totaling a proportional share of the fair value of any non-expendable property purchased by the **AGENCY** with funding obtained through this Agreement: i. which is sold, ii. or if the **AGENCY** fails to use the property for the purposes of the project herein, iii. or if the **AGENCY** ceases to exist for the purposes of this Agreement. The share due the **COUNTY** shall be determined by the proportion of **COUNTY** funding used to purchase non-expendable property. The **COUNTY** at its option may waive this requirement and allow the **AGENCY** to retain any funds received from such sale.

22. Additional Funding.

Funds from this Agreement shall be used as the matching portion for any federal grant only in the manner provided by Federal and State law and applicable Federal and State rules and regulations. The **AGENCY** agrees to make all reasonable efforts to obtain funding from additional

sources wherever said AGENCY may qualify. Should this Agreement reflect a required match, documentation of said match is required to be provided to the COUNTY.

23. Governing Law.

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

24. 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. Notwithstanding any other provision of this Agreement relating to compensation, the AGENCY agrees to charge any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

25. Conformity to the Law.

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

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. 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 as the liaison for the
COUNTY:

Tim Burns
Pinellas County Human Services
440 Court Street, 2nd Floor
Clearwater, Florida 33756

AGENCY designates the following person as the liaison for the **AGENCY:**

Deborah Antioco, Contract Manager
Baycare Behavioral Health
7809 Massachusetts Ave.
New Port Richey, FL 34656

SIGNATURE PAGE FOLLOWS

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

WITNESS:

By: Della Kly

PINELLAS COUNTY, FLORIDA, Acting
by and through its County Administrator

By: Mark Woodard
Mark Woodard

Date: 11/20, 2017

BAYCARE BEHAVIORAL HEALTH, INC.

WITNESS:

By: Beth Trepanier

By: Orin Ryden

Date: Oct. 17, 2017

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: [Signature]
Assistant County Attorney