

HUMAN SERVICES CSU & PICA FUNDING AGREEMENT

Legistar ID Number: 20-1139A

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** 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 a need for Baker Act receiving facilities and Emergency Mental Health Services within Pinellas County; and

WHEREAS, the **AGENCY** is the only public crisis stabilization unit and Baker Act receiving facility; and

WHEREAS, the **AGENCY** provides substance use and mental health services within Pinellas County and the **COUNTY** recognizes that the **AGENCY** is providing an essential service within the community; and

WHEREAS, the **AGENCY** seeks to continue implementing 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.

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

1. **Scope of Services.**

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 substance abuse and mental health (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 Recovery Room Intervention Model (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 maintain and refine a standard operating procedures (SOP) document for the RRIM that prioritizes effective collaboration with key community partners.

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 to oversee all operations of the Pilot. The supervisor is responsible for the:

- A. Assignment and tracking of all pilot cases referred.
- B. Program operation and adjustments in coordination with the Pilot Steering Committee.
- C. Regular reporting and information gathering for the Pilot Steering Committee, the **COUNTY**, and other program partners.
- D. Manage the Forensic Focused Outreach Program activities to support the Pilot including but not limited to: 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.
- E. 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.
- F. Lead and facilitate weekly, or as is necessary, Pilot Team Case Management meeting to review client cases and ensure effective engagement and treatment.
 - A. Participate in Pilot Steering Committee Meetings as requested by

the COUNTY

B. Perform other duties as assigned by the **AGENCY** in coordination with the Pilot Steering Committee.

iii. The **AGENCY** shall initially align, and subcontract, with Suncoast Center, Inc., to incorporate the Forensic Focused Outreach program as an aligned component of the Pilot Team, as evidenced by **Exhibit A** (the subcontract) attached hereto and incorporated by reference. This will include:

A. Two (2.0) FTE Forensic Therapist/Counselor positions to create participant treatment plans which include an assessment of clinical needs, social needs, and public safety risks. The Forensic Therapists/Counselors will provide plans for treatment and services and coordinate with other agencies to avoid gaps in care.

B. Maintain current program support level for administrative, operating, and staff expenses at \$155,570.00 unless otherwise agreed to in writing by the **COUNTY**.

C. **AGENCY** changes to the positions, location of operation, budget allocation, or other areas which alter this assignment 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. **COUNTY** may also request changes to position and location.

iv. 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 as evidenced by **Exhibit B**

(the subcontract) attached hereto and incorporated by reference. This will initially include:

A. 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.

B. 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.

C. **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**.

D. Maintain program operating costs as defined by the **COUNTY**.

E. 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. **COUNTY** may also request changes to position and location. 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**.

v. The **AGENCY** shall establish and maintain a plan for collocation of aligned services.

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

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

2. **Term of Agreement.**

The services of the **AGENCY** shall commence on October 1, 2020 and the agreement shall expire on September 30, 2023. Parties reserve the right to renew this agreement for up to one (1) additional two-year term, which shall be mutually agreed upon in writing by the Parties.

3. **Compensation.**

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

b) The **COUNTY** agrees to pay the **AGENCY** an amount not to exceed **FIVE HUNDRED THOUSAND and NO/100 DOLLARS** (\$500,000.00) per fiscal year for the services

outlined in Section 1d of this Agreement. The **AGENCY** agrees to use a portion of the funds under this subsection to maintain Forensic Focused Outreach and the BayCare Triage Program as defined in Section 1d, unless otherwise agreed to in writing by the **COUNTY**.

c) All requests for reimbursement payments must be submitted on a monthly basis and shall consist of an invoice for the monthly amount, signed by an authorized **AGENCY** representative. Invoices shall be sent electronically to the Contract Manager on a monthly basis within thirty (30) days of the end of the month. 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. **COUNTY** shall not reimburse **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 used in conjunction with travel must be made in accordance with Florida Statute 112.061 or other policies as may be approved by Pinellas County Human Services in advance of travel.

f) 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**.

g) **AGENCY** shall track program income generated from services provided under this Agreement and provide a report on program income to the **COUNTY** with each invoice

submission. **AGENCY** shall reinvest the program income into the program as approved by the **COUNTY** and/or deduct the program income from reimbursement requests. **AGENCY** shall provide **COUNTY** with program income policy as applicable.

4. Performance Measures.

The **AGENCY** agrees to submit a quarterly Program Outcomes Report to the **COUNTY**. The **COUNTY** reserves the right to amend these data elements, performance measures, or reports as necessary to ensure that the overall programmatic purpose is demonstrated, quantified, and achieved. This report shall be submitted to the **COUNTY** no later than thirty (30) days following the end of the quarter. Where no activity has occurred within the preceding period, the **AGENCY** shall provide a written explanation for non-activity during the quarter and no payments will be due and/or reimbursed. The report formats shall be prescribed and provided by the **COUNTY**.

5. Pinellas Homeless Management Information System (PHMIS).

AGENCY agrees to participate in and enter information into the Pinellas Homeless Management Information System (PHMIS) administered by the Pinellas Homeless Leadership Board (HLB), or similar system as required by the Pinellas County Homeless Continuum of Care.

6. 211 Tampa Bay Cares Database.

As a condition of receipt of a funding award from Pinellas County, the **AGENCY** agrees to list new or updated program data in the 211 Tampa Bay Cares, Inc. online database.

7. Multiparty Release of Information Form.

As a condition of receipt of a funding award from Pinellas County, the **AGENCY** agrees to use and promote the use of a standard, community-wide Patient Authorization for Disclosure of Health Information - Multiparty Release of Information Form, upon request. The release covers general medical as well as Human Immunodeficiency Virus/Acquired Immunodeficiency

Syndrome (HIV/AIDS), psychiatric, psychological, substance abuse information from medical record(s) in accordance with Florida Statutes 394.459, 381.004, 395.3025, and 90.503, 42 CFR, Part 2; and the Health Insurance Portability and Accountability act of 1996 (HIPAA) 45 CFR parts 160 and 164.

8. Data Sharing.

The **AGENCY** agrees to share data as outlined in the Data Sharing Agreement, incorporated by reference hereto and attached as **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.

9. 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, programmatic documents, and will provide 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 governmental 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.

10. Documentation.

The AGENCY shall maintain and provide the following documents upon request by the COUNTY within three (3) business days of receiving the request, as applicable:

- 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

11. Emergency, Disaster, or Critical Event Response.

Community partners are critical to effective community response in a disaster. AGENCY must effectively prepare their organization for continuity of continued services as necessary prior, during, and post disaster and must be ready to respond to community needs as determined appropriate and necessary by the COUNTY under this agreement. At a minimum, this may

include:

a) **AGENCY** will work with the **COUNTY**, through its Human Services and Emergency Management Departments, to prepare and respond in the event of an emergency, disaster, or critical event response.

b) **AGENCY** will work on its Continuity of Operations Plan and Disaster Response Plan in coordination with the **COUNTY**, as set forth above, including staffing plans where necessary and appropriate. A copy will be provided to the **COUNTY** each year prior to June 1st or otherwise upon request

c) The **COUNTY** agrees to support previously approved funded programs for a period of at least sixty (60) days after a disaster has been declared, provided the program agrees to address needs for disaster response and recovery efforts as directed by the **COUNTY**, unless otherwise indicated by a superseding authority such as state or federal government or licensing body. This period may be extended within the current contract period at the discretion of the Human Services Director.

d) The **COUNTY** will seek to leverage the contracted skills and services of the **AGENCY**, as appropriate or applicable; however, other duties may be assigned as required by the **COUNTY** for response. This may include reassignment of **COUNTY** funded staff and resources under the agreement or other dedicated **AGENCY** assistance to aid with community response.

e) Cooperative plans regarding preparedness and emergency event operations will be developed and maintained by the **COUNTY** and **AGENCY** as necessary for response. These plans will be implemented using the County's established activation process for events. For man-made or sudden onset events the **COUNTY** and **AGENCY** will discuss community impacts and

decide how best to meet the community's response. Along with immediate response, **AGENCY** agrees to participate in follow-up activities to help stabilize the community in a coordinated manner such as resource connection events, outreach, and adjustments to service delivery to meet needs.

f) If **AGENCY** is unwilling to perform per sections 11(a-e), payments may be withheld at the direction of the Director of Human Services until operations continue.

g) **AGENCY** will track and maintain detailed operational records when activated.

12. 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 in the form prescribed by the **COUNTY**.

13. 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 or operational 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.

14. Cancellation.

a) If the AGENCY fails to fulfill or abide by any of the provisions of this Agreement, AGENCY shall be considered in material breach of the Agreement. Where the COUNTY determines that a material breach can be corrected, AGENCY shall be given thirty (30) days to cure said breach. If 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, COUNTY may immediately terminate this Agreement, with cause, upon notice in writing to the AGENCY.

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 repay such amount and, at the option of the COUNTY, 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.

15. 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.

16. 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.

17. 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.

18. HIPAA.

a) The AGENCY agrees to execute a HIPAA Business Associate Agreement upon execution of this Agreement.

b) The AGENCY is a HIPAA 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.

19. 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.

20. 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.

21. 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**.

22. 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:

1. Keep and maintain public records required by the **COUNTY** to perform the service.
2. 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.
3. Ensure that public records that are exempt or confidential and exempt 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**.
4. 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., 2nd Floor
Clearwater, FL 33756
astanton@pinellascounty.org
(727) 464-8437

23. 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**.

24. Interest of Members of County and Others.

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.

25. 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**.

26. 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**.

27. 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**.

28. Governing Law.

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

29. Conformity to the Law.

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

30. 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.

31. Agreement Management.

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

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

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

Maxine Booker, Chief Executive Officer
Personal Enrichment Through Mental Health Services, Inc.
1254 58th Street
Pinellas Park, FL 33782

SIGNATURE PAGE FOLLOWS

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

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

APPROVED AS TO FORM

By: Michael A. Zas
Office of the County Attorney

Pat Gerard, Board Chair

Date: _____, 2020

PERSONAL ENRICHMENT THROUGH MENTAL HEALTH SERVICES, INC.

By: Maxine Booker
Maxine Booker, President & CEO

Date: 8/13, 2020