

HUMAN SERVICES FUNDING AGREEMENT
Second Amendment

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

WITNESSETH:

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

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

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

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

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

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

WHEREAS, the Suncoast Centers, Inc., Forensic Focused Outreach Program responds to critical needs within the community, as well as the law enforcement and judicial systems, by offering pre-trial intervention, jail diversion, community reintegration services, and other necessary crisis stabilization services; and

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WHEREAS, the **COUNTY** is seeking to continue the Forensic Focused Outreach Program within the community, as part of the Pilot to work with PEMHS.

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

1. Section 1 “Scope of Services” is hereby amended and restated as follows:
 - a. The **AGENCY** shall operate the public Baker Act receiving facility in Pinellas County and maintain at least forty-five (45) publicly funded, adult crisis stabilization beds, unless otherwise agreed to, in writing by the **COUNTY**. This facility shall provide SAMH services including: Community Mental Health Services, Crisis Support Emergency Services, and Transportation for SAMH patients in Pinellas County. Additionally, in line with the evidence-based RRIM, the **AGENCY** shall conduct key assessments and provide essential mental health interventions for clients. The **AGENCY** will develop outcomes to demonstrate the model is accomplishing the following goals:
 - i. More efficiently and effectively connect behavioral health clients to appropriate community resources;
 - ii. Reduce bed utilization through enhanced front end interventions; and
 - iii. Increase collaboration with community behavioral health service providers and enhance systems connections to improve system of care outcomes.
 - b. The **AGENCY** shall develop a standard operating procedures (SOP) document for the RRIM that prioritizes effective collaboration with key community partners within six (6) months of June 5, 2018, the date of approval of the First Amendment to this Agreement.
 - c. The **AGENCY** shall champion community efforts to promote effective utilization

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

- i. The **AGENCY** shall host community outreach and education efforts to improve partner awareness of this best practice model.
 - ii. The **AGENCY** shall host annual feedback sessions with community partners to continue to address gaps to stabilization and other barriers to effective treatment within the community.
- d. The **AGENCY** shall supervise and manage the operation of a Pilot Team as a task force, including:
 - i. Employ or contract for a Pilot Program Supervisor within sixty (60) days of the execution of this amendment to oversee all operations of the program.
The supervisor is responsible for:
 - 1. Assignment and tracking of all pilot cases referred.
 - 2. Program operation and adjustments in coordination with the Pilot Steering Committee.
 - 3. Regular reporting and information gathering for the Pilot Steering Committee, the **COUNTY**, and other program partners.
 - 4. 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.

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5. Manage BayCare Triage Program activities to support the Pilot including, but not limited to: case assignment oversight, staff supervision, oversight of collocated activities, elimination of barriers and gaps, and reporting of any challenges to the **COUNTY** and Pilot Steering Committee.
 6. Lead and facilitate weekly, or as is necessary, Pilot Team Case Management meeting to review client cases and ensure effective engagement and treatment.
 7. Participate in Pilot Steering Committee Meetings as requested by the **COUNTY**.
 8. Perform other duties as assigned by the **AGENCY** in coordination with the Pilot Steering Committee.
- ii. The **AGENCY** shall initially align, and beginning October 1, 2018, shall subcontract, with Suncoast Center, Inc., to incorporate the Forensic Focused Outreach program as an aligned component of the Pilot Team.

This will include:

1. 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.
2. Maintain current program support level for administrative, operating, and staff expenses at \$155,570.00 unless otherwise

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agreed to in writing by the **COUNTY**.

3. **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.
- iii. The **AGENCY** shall subcontract with BayCare Behavioral Health Services, Inc., to maintain BayCare Triage Program services, previously established by the AHCA grant, as an aligned component of the Pilot Team. This will include:
1. Maintain one (1.0) FTE Licensed Mental Health Clinician (LMHC), as defined in the AHCA grant program, at Pinellas Safe Harbor shelter for ongoing services and client engagement. The LMHC provides solution-focused behavioral health treatment through the use of individual, group and family counseling. The LMHC shall also provide clinical impression and assessment, and perform crisis support and services, as needed. The LMHC functions as a Licensed Practitioner of the Healing Arts (LPHA), as applicable, and can oversee clinical staff as assigned.
 2. Maintain two (2.0) FTE master's-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

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management, intervention, counseling, and crisis response. On-call crisis intervention and transport of clients may be required as applicable for specialized programs.

3. **AGENCY** may maintain up to .3 FTE Program Manager at BayCare Behavioral Health, Inc., as is defined in the AHCA grant program, and as determined necessary by the **COUNTY** and the **AGENCY**.
4. Support program operating costs as defined by the **COUNTY**.
5. Changes to the position and location of operation must be requested in writing to the **COUNTY**, and is subject to approval in writing by the **COUNTY** without the need to further amend this Agreement. Changes may include: reduction or elimination of positions, alteration of type or education level of staff, alternative procurement methods, or other changes as discussed in conjunction with the **COUNTY**.

- iv. The **AGENCY** shall establish a plan for colocation of aligned services.
- v. The **AGENCY** will work with the Pilot Steering Committee to adapt the Pilot program and allow for additional program capacity, as needed.
- vi. The **AGENCY** shall meet quarterly with the **COUNTY** to review the Pilot operations under this agreement.

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

- 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

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in Section 1a-c of this Agreement.

- b. The **COUNTY** agrees to pay the **AGENCY** an amount not to exceed NINETY-ONE THOUSAND NINE HUNDRED FORTY-ONE and NO/100 DOLLARS (\$91,941.00) from June 1, 2018, through September 30, 2018.
- c. The **COUNTY** agrees to pay the **AGENCY** an amount not to exceed **FIVE HUNDRED THOUSAND and NO/100 DOLLARS (\$500,000.00)** for the period from October 1, 2018, through September 30, 2019, for services outlined in Section 1d. 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**.
- d. Reimbursement payments under each section shall be made monthly, unless otherwise agreed to in writing, by the **COUNTY**, and shall consist of an invoice for the monthly, or proportional amount, signed by an authorized **AGENCY** representative. Invoices shall be sent electronically to the Contract Manager on a monthly basis no later than fifteen (15) days after the end of the month. Invoicing due dates maybe shortened as necessary to meet fiscal year deadlines or grant requirements. The **COUNTY** will not reimburse the **AGENCY** for any expenditures in excess of the amount budgeted without prior approval or notification.
- e. 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

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remedied documentation and/or reports.

- 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**.

[Signature Page Follows]

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

ATTEST:

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




By: Della Klug
Witness


By: _____
Mark S. Woodard

Dated: October 29, 2018

ATTEST:


**PERSONAL ENRICHMENT THROUGH
MENTAL HEALTH SERVICES, INC.**

By: 
Witness

By: 
Gerald F. Wennlund
President/CEO

Dated: October 15, 2018

APPROVED AS TO FORM

By: 
Office of the County Attorney
Assistant County Attorney