

HUMAN SERVICES CSU & PICA FUNDING AGREEMENT
FIRST AMENDMENT
Legistar ID #23-039A

THIS FIRST AMENDMENT, 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.**, a non-profit Florida corporation, whose address is 11254 58th Street, Pinellas Park, Florida 33782, hereinafter called the "**AGENCY**." The Parties hereby amend the Human Services CSU & PICA Funding Agreement (Agreement) between the **COUNTY** and **AGENCY** dated September 22, 2020, as follows:

WITNESSETH:

WHEREAS, as part of the 2023 fiscal year budget the **COUNTY** approved cost of living increases for certain programs including the program funded by the Agreement; and

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

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

1. The above "WHEREAS" clauses are incorporated into and are made a part of this Agreement.
2. Sections 3, "Compensation" is hereby amended to add:

Beginning October 1, 2023, the **COUNTY** agrees to pay the **AGENCY** an amount not to exceed **ONE MILLION SEVEN HUNDRED SEVENTY-SEVEN THOUSAND SEVEN HUNDRED AND NINETEEN DOLLARS (\$1,777,719.00)** per fiscal year for the services described in Section 1(a-c) of this Agreement; and an amount not to exceed **FIVE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS**

(\$525,000.00) per fiscal year for the services described in Section 1(d) 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 1(d), unless otherwise agreed to in writing by the **COUNTY**.

3. The following sections shall be added as sections 7, 8, and 9, the remaining sections shall be renumbered accordingly, including any references thereto.

7. Optimal Data Set (ODS).

a) In 2019, the **COUNTY** initiated a review of the behavioral health system of care. Community stakeholders convened to develop an optimal data set (ODS) to assist in identifying gaps and challenges and to support system planning and decision making. In support of the ODS and optimizing the behavioral health system of care in Pinellas County, the **AGENCY** agrees to work with the **COUNTY** to report on ODS data elements such as those provided in the sample Provider ODS Tracking Tool attached and incorporated herein as Attachment 3.

b) Reportable data elements established in a fully executed Provider ODS Tracking Tool are required to be submitted monthly in an electronic format to the **COUNTY** within thirty (30) days of the end of the month. The data elements are subject to change, in collaboration with **AGENCY**, as additional ODS elements and key performance indicators are developed in support of the system of care. Subsequent Provider ODS Tracking Tool forms will be used to capture mutually agreed upon updates and changes without the need to further amend the original Agreement

c) **AGENCY** agrees to actively participate in the ongoing development and updating of the ODS, key performance indicators, dashboard and data reviews, and

behavioral health system improvement discussions.

8. Coordinated Access Model (CAM).

- a) As a condition of receipt of a funding award from the **COUNTY**, the **AGENCY** agrees to actively participate in the Coordinated Access Model (CAM), including the following:
 - i. List behavioral health program information in the CAM database.
 - ii. Execute any necessary participation or data-sharing agreements for CAM operation.
 - iii. Provide the CAM Administrator with regular program updates to ensure current information is available regarding eligibility criteria, capacity, and service availability. This will include participation in real-time or live scheduling, when available from the CAM Administrator, and accepting referrals from the CAM for clients eligible for program services, contingent upon program capacity.
 - iv. Participate in regular meetings as requested by the CAM Administrator.
- b) The **COUNTY** may request documentation that verifies compliance with this Section.

9. 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.

- 4. The remaining sections shall be renumbered accordingly, including any references thereto.
- 5. Except as herein provided, all other terms and conditions of the Agreement remain in full force and effect.

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

By: _____
Janet Long, Board Chair

Date: _____, 2023

PERSONAL ENRICHMENT THROUGH MENTAL HEALTH SERVICES, INC., a Florida non-profit corporation

By: Maxine Booker
Maxine Booker, President & CEO

Date: March 6, _____, 2023

APPROVED AS TO FORM

By: Cody J. Ward
Office of the County Attorney