

HUMAN SERVICES CABHI FUNDING AGREEMENT

Directions for Living, Inc

Legistar: 23-1489A

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 **DIRECTIONS FOR MENTAL HEALTH, INC. d/b/a Directions for Living**, a non-profit Florida corporation, whose address is 1437 S. Belcher Road, Clearwater, Florida 33764, 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** is committed to both enhancing the delivery of human services and increasing citizen access to those services; and

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

WHEREAS, the **COUNTY** received a Federal Grant Award from the Substance Abuse and Mental Health Services Administration (SAMSHA) from September 30, 2016 – September 29, 2020, in partnership with **AGENCY** and other community stakeholders for the Cooperative Agreement to Benefit Homeless Individuals (CABHI Program) and the **COUNTY** desires to continue the CABHI Program; and

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. **AGENCY** shall provide co-occurring behavioral health treatment services to

housed individuals who are at risk of homelessness/have a history of homelessness and have a behavioral health diagnosis. Services provided under this section shall be consistent with the CABHI Program Guide attached hereto and incorporated by reference as Appendix A. Appendix A may be updated without need to amend this Agreement.

b. **AGENCY** shall provide coordinated case management and counseling services to CABHI clients referred to **AGENCY**. Program staff shall include at minimum one (1) fulltime equivalent (FTE) counselor and one (1) FTE care coordinator/case manager consistent with Appendix A.

3. Term of Agreement.

This Agreement shall become effective upon execution by both parties and shall expire on September 30, 2025. Services provided by **AGENCY** beginning October 1, 2023, shall be reimbursable under this Agreement.

4. Compensation.

a. The **COUNTY** agrees to pay the **AGENCY** an amount not to exceed **TWO HUNDRED NINTEY TWO THOUSAND FOUR HUNDRED AND SEVENTEEN** dollars (\$292,417.00) per fiscal year for the services described in Section 2 of this Agreement.

All requests for reimbursement payments shall consist of an invoice for the monthly/quarterly amount accompanied by documentation including the cost of services provided, invoices, receipts, and/or copies of time slips or pay stubs which verify the services for which reimbursement is sought, signed by an authorized **AGENCY** representative.

b. Invoices shall be sent electronically to the Contract Manager on a monthly or quarterly basis within thirty (30) days of the end of the month/quarter. 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 **AGENCY** shall aspire to provide services throughout the full term of this agreement unless services are part of a pre-approved seasonal or time-limited program. In the event the **AGENCY** is unable to provide services per this Agreement for two (2) or more consecutive months, the **COUNTY**, in its sole discretion, may reduce the total award by a prorated amount based upon the amount of services that were not provided.

d. The **COUNTY** shall reimburse the **AGENCY** in accordance with the Local Government Prompt Payment Act, within 45 days of the **COUNTY** receipt of a proper invoice including required documentation. When the required documentation and/or reports are incomplete or untimely, the **COUNTY** may withhold payment for unvalidated amount and short pay the undisputed payment amount 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. If program income is generated from services provided under this Agreement, **AGENCY** will reinvest that income into this program.

5. Data Collection and Performance Measures.

a. The **AGENCY** agrees to submit quarterly program data reports to the **COUNTY**, consistent with the data elements, collection standards, and performance measures found in Appendix A. 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. The report formats shall be prescribed and provided by the **COUNTY**.

b. Program data 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.

6. 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 Appendix B.

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.

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. HIPAA, Information Sharing, and Care Coordination

a. **AGENCY** understands and agrees that the **COUNTY**, through its Human Services Department is a Covered Entity as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 45 CFR 160.103.

b. **AGENCY** is a HIPAA Covered Entity in addition to serving as a Business Associate of the **COUNTY**, and 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 CFR 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 the **AGENCY** shall disclose to the **COUNTY** any

policies, rules or regulations enforcing these provisions upon request.

c. **AGENCY** agrees to sign a Business Associate Agreement and shall develop Data Sharing Agreements and/or Business Associate Agreements with partnering healthcare providers, as necessary, to facilitate the exchange of health information and coordinate client care.

d. **AGENCY** shall ensure that clients complete releases of information (ROI) upon client admission and no less than annually to facilitate care coordination. **AGENCY** shall 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.

9. 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 relevant 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 of relevant behavioral health programs 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 that meet open access criteria or are funded by this agreement 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.

10. 211 Tampa Bay Cares Database.

As a condition of receipt of a funding award from the **COUNTY**, the **AGENCY** agrees to:

a. List relevant new or updated program data that has open access in the 211 Tampa Bay Cares, Inc. online database.

b. Provide 211 Tampa Bay Cares, Inc. with regular updates for program eligibility criteria, capacity, and availability for programs that have open access.

c. Accept referrals from 211 Tampa Bay Cares, Inc. for clients eligible for program services that have open access.

d. The **COUNTY** may request documentation that verifies compliance with this Section.

11. Emergency, Disaster, or Critical Event Response.

Community partners are critical to effective community response in a disaster. The **AGENCY** must effectively prepare their organization for continuity of 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** pursuant to the terms of this Agreement and, specifically, for the Scope of Services set forth in Section 2 of this Agreement. At a minimum, this may include:

a. The **AGENCY** will work on its Continuity of Operations Plan and Disaster Response Plan in coordination with the **COUNTY**, including staffing plans to prepare and respond to perform the Scope of Services required by this Agreement in the event of an emergency, disaster, or critical event response, where necessary and appropriate.

b. The **COUNTY** agrees to continue funding this Agreement for a period of at least sixty (60) days after a disaster has been declared, provided the program addresses needs for disaster response and recovery efforts as directed by the **COUNTY** pursuant to the terms of this Agreement, and specifically, the Scope of Services set forth in Section 2 of this Agreement, 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.

c. If the **AGENCY** is unwilling to perform duties as described in this Section, payments may be withheld at the direction of the Director of Human Services until operations continue.

d. The **AGENCY** will track and maintain detailed operational records when activated.

12. 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. The **AGENCY** shall maintain such documentation on file for audit by the **COUNTY** during the term of this agreement and for a period of at least five (5) years after final payment is made.

b. Prior to commencing Services pursuant to the Agreement, the **AGENCY** shall provide the names and qualifications of the **AGENCY** personnel funded through this Agreement

or directly operating or overseeing services or programs funded through this Agreement and direct supervisors of such personnel.

c. The **AGENCY** shall, at its earliest opportunity and in no event later than three (3) business days following a change, submit written notification by email 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)
- iv. Chief Information Technology Officer (CITO) or
- v. Any **AGENCY** personnel previously identified in Section 12(ii) above.

d. The **COUNTY**, on a reasonable basis, shall have the right to request the removal and replacement of any of the **AGENCY** personnel performing Services under this Agreement, at any time during the term of the Agreement. The **COUNTY** will notify the **AGENCY** in writing in the event the **COUNTY** requests such action. The **AGENCY** shall consider the basis of any such **COUNTY** request and advise the **COUNTY** of the **AGENCY**'s agreement or disagreement with the request, and the basis therefor, promptly after receipt of any such request from the **COUNTY**. In situations where individual **AGENCY** personnel are prohibited by applicable law from providing Services outlined in this agreement, removal and replacement of such **AGENCY** personnel shall be mandatory and immediate.

13. 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**, **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 as 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 the **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. **AGENCY** shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

14. Special Situations.

The **AGENCY** agrees to inform the **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. 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 **COUNTY**'s ability to protect and serve its participants, or other significant effect on the **AGENCY** or **COUNTY**. Circumstances or events shall be reported to the designated **COUNTY** contact in the form prescribed by 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.

c.

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.

COUNTY hereby agrees to indemnify AGENCY for claims brought against the AGENCY only to the extent that they are found to result from the sole negligence of the COUNTY, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts, or omissions of third parties, independent AGENCY or third-party agents of the COUNTY. This indemnification shall not be construed as a waiver of the COUNTY'S sovereign immunity, and shall be interpreted as limited to only such traditional liabilities for which the COUNTY could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against the COUNTY must comply with the procedures found in 5768.28, Florida Statutes. In order to comply with the requirements of §129.06, Florida Statutes, and Article VII, section 10 of the Florida Constitution, the value of this indemnification is limited to the lesser of the amount payable by either party under the substantive provisions of this Agreement, or the limitations of 8768.28, Florida Statutes. In addition, this indemnification shall be construed to limit recovery by the indemnified party against the COUNTY to only those damages caused by COUNTY'S sole negligence, and specifically not include any attorney's fees or costs associated therewith.

18. Insurance.

The AGENCY shall comply with the insurance requirements set out in Attachment 1, attached hereto and incorporated herein by reference.

19. Public Entities Crimes.

The **AGENCY** is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to the **COUNTY** that **AGENCY** is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

20. Business Practices and Documentation.

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 provide an independent audit to the **COUNTY** if so requested by the **COUNTY**.

c. 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. Curriculum Vitae of the **AGENCY** chief executive
- h. Equal Employment Opportunity Program

- i. IRS Status Certification/501 (c) (3)
- j. Current job descriptions for staff positions funded by this agreement and
AGENCY Organizational Chart
- k. Match documentation

21. Monitoring and Audit.

a. The **AGENCY** will comply with **COUNTY** and departmental policies and procedures as applicable and required to perform the Scope of Services and comply with the terms and obligations of this Agreement.

b. The **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. The **AGENCY** will submit other reports and information in such formats and at such times as may be applicable and required to perform, validate, and complete work in the Scope of Services, and comply with the terms and obligations of this Agreement and requested by the **COUNTY**.

d. The **AGENCY** shall 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 within ten (10) days of the **AGENCY**'s receipt of the monitoring report.

e. If the **AGENCY** receives licensing and accreditation reviews, each review shall be submitted to the **COUNTY** within ten (10) days of receipt by the **AGENCY**. The **AGENCY** shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter

119, Florida Statutes. In addition, the **COUNTY** reserves the right to examine and/or audit such records.

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 the **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., 2nd Floor
Clearwater, FL 33756
astanton@pinellascounty.org
(727) 464-8437

23. 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**.

24. 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**.

25. 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**.

26. 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**.

27. 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.

28. Agreement Management and Notice.

All notices and other communications referred to and required herein must either be given by US Postal Service mail or email, unless otherwise specified herein, to the parties as shown below. The effective date of any notice sent via US mail shall be the date it is deposited in the mail, postage prepaid, certified or registered, return receipt requested, or if email, the date sent to the email address set forth below. Each party must advise the other parties of any status change concerning this Notice section.

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

Sara Gordils, Contracts Section Manager

Pinellas County Human Services

440 Court Street, 2nd Floor

Clearwater, Florida 33756

sgordils@pinellas.gov

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

Doug Brunn, VP of Quality Management

Name, Title

Directions for Living

Agency Name

1437 S. Belcher Road Clearwater Florida 33764

Address

dbrunn@directionsforliving.org

Email

29. Termination.

a. Either party may cancel this Agreement without cause by giving thirty (30) days prior notice to the other party in writing of the intention to cancel.

b. 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**.

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**.

d. 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.

30. Governing Law.

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

31. Conformity to the Law.

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

32. 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.

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

ATTEST: KEN BURKE, CLERK

By: 


Janet C. Long, Board Chair

Date: November 14, 2023

APPROVED AS TO FORM

By: Michael A. Zas
Office of the County Attorney



DIRECTIONS FOR MENTAL HEALTH,
INC. d/b/a DIRECTIONS FOR LIVING

April Lott
April Lott, President & CEO

Date: 10/24/23, 2023