

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 58<sup>th</sup> 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., 2<sup>nd</sup> Floor  
Clearwater, FL 33756  
[astanton@pinellascounty.org](mailto: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, 2<sup>nd</sup> 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  
Pat Gerard, Board Chair

Date: September 22, , 2020

ATTEST: KEN BURKE, CLERK  
By: Ken Burke  
Deputy Clerk



PERSONAL ENRICHMENT THROUGH MENTAL HEALTH SERVICES, INC.

By: Maxine Booker  
Maxine Booker, President & CEO

Date: 8/13 , 2020

CONFIDENTIAL

**MEMORANDUM OF UNDERSTANDING BETWEEN PERSONAL ENRICHMENT THROUGH  
MENTAL HEALTH SERVICES, INC. AND SUNCOAST CENTER, INC. PURSUANT TO THE  
PINELLAS INTEGRATED CARE ALLIANCE & TEAM**

This Memorandum of Understanding is made by and between Personal Enrichment Through Mental Health Services, Inc. (hereafter "PEMHS") and Suncoast Center, Inc. (hereafter "Suncoast") (collectively referred to herein as the "Parties.")

This Memorandum is being executed as part of a pilot initiative called the Pinellas Integrated Care Alliance ("PICA") funded in part by Pinellas County Human Services. The goal of the PICA is to provide coordinated, easy access to the help and support individuals experiencing behavioral health problems regardless of who they are, where they live, or what resources they have.

PEMHS provides behavioral health services and has entered into a contract with Pinellas County to participate in the PICA as the lead agency and Suncoast Center also provides behavioral health services and has entered into a contract with Pinellas County to participate in the Forensic Focused Outreach Program.

Pinellas County Human Services has requested that the Match funding awarded to Suncoast Center be received through the lead agency, PEMHS for purposes of the pilot for professional services provided. Suncoast and PEMHS recognize that combined efforts, as specifically agreed upon and set forth herein, will facilitate their mutual goals. Accordingly, Suncoast and PEMHS are committed:

- a) in spirit and practice to a high level of collaboration in the provision of behavioral health services;
- b) to reducing silos of activities and services; and
- c) to reducing duplication of efforts.

The Parties therefore agree as follows:

**Suncoast Center Responsibilities:**

1. Suncoast is the hiring agency and shall contract with PEMHS to provide two (2) full time service providers (the "contractors") whose services will be used by PICA.
2. Suncoast shall be the sole employer of contractors. PEMHS and Suncoast intend that their relationship shall be an independent contractor relationship. Nothing in this Memorandum shall be deemed to create a joint venture, partnership, agency, employment, or similar relationship. Neither party has the authority to enter into any contract or incur any obligation on behalf of or in the name of the other party. Each party will be solely responsible for all the acts, inactions, and/or claims relating to itself and its employees, agents and/or subcontractors including, but not limited to: compliance with laws governing workers' compensation, Social Security, and withholding; payment of any and all federal, state and local personal income taxes; disability insurance; unemployment; and any other taxes for such persons.
3. Suncoast shall ensure that each contractor has completed the required background screening, compliance training, and orientation to Suncoast's Personnel Policies.

4. Suncoast shall maintain personnel files and records for each contractor.
5. Suncoast shall maintain approved documentation of time worked and process pay for each contractor.
6. Suncoast shall provide clinical consultation to its contractors, as needed.
7. Suncoast will support the pilot project by participating in any meetings required by the project to include community outreach, education, coordination of services, communication across systems and agencies, data sharing and analysis, and any other meetings deemed appropriate by the PICA.
8. Suncoast will commit to ensuring that contractors meet the expected professional competency and experience requirements to participate in PICA.
9. Suncoast will ensure that contractors maintain flexible hours to meet the needs of the project and will follow Suncoast Overtime and On-Call rules.
10. Suncoast shall incur no liability and will be held harmless and indemnified for any violation or alleged violation of law, regulation, or funded contract compliance by PEMHS. Suncoast shall hold PEMHS harmless and indemnify PEMHS for any violation or alleged violation of law, rule, regulation or funded contract compliance by Suncoast or its agents or contractors providing professional services to the PICA.
11. Pursuant to the project, Suncoast shall invoice and PEMHS shall pay \$38,892.50 on a quarterly basis for one fourth of the annual contracted funding awarded by Pinellas County Human Services.

**PEMHS Responsibilities:**

1. Pursuant to the project agreement, PEMHS provides the PICA program format, office space, office supplies, and access to office equipment for the purpose of scanning, faxing, and copying.
2. PEMHS management will provide feedback to Suncoast management.
3. PEMHS shall provide direction and supervision of the PICA.
4. PEMHS will seek permission for any contracted employee overtime or paid On-Call in advance of need.
5. PEMHS shall comply with all applicable federal, state, and local laws, orders, rules, regulations and funded contract requirements in conjunction with the PICA.
6. PEMHS shall pay Suncoast on a quarterly basis upon receipt of payment from Pinellas County Human Services and Suncoast's quarterly invoice the amount of \$38,892.50, not to exceed \$155,570 annually.
7. PEMHS shall obtain and maintain general liability insurance with Suncoast as an additional named insured, and to cause its insurance carrier to issue a Certificate of Insurance evidencing same to Suncoast allowing not less than thirty (30) days' notice of cancellation or material change. The minimum requirement shall be (\$500,000.00) combined single limit including, but not limited to, where applicable, premises, operations, products, completed operations, contract and broad form property damage, independent contractors and personal injury. If PEMHS renders professional

services, it shall obtain and maintain throughout the term, and any succeeding terms of this Memorandum, professional liability coverage as applicable. Unless otherwise agreed to, such policy shall have a combined single limit of no less than (\$500,000.00).

**Joint Suncoast and PEMHS Responsibilities:**

1. Suncoast Center and PEMHS both contract for state funded behavioral health services through Central Florida Behavioral Health Services, Inc. (CFBHN). As such, both agencies are subject to significant organizational requirements to include financial, insurance, monitoring, accreditation, and many other requirements. Both agencies agree to maintain compliance with these requirements and remain in good contractual standing with CFBHN.
2. The Parties agree to bear all liability for the acts or omissions of their respective officers, and agents, including all damages and costs of defense, including attorney's fees, for acts or omissions undertaken pursuant to this Memorandum. The Parties agree, to the extent permitted by law, to indemnify and hold the other harmless of and from any claims, lawsuits and/or causes of action arising out of the acts, omissions and conduct solely caused by the negligent conduct of its own officers, agents, or employees.
3. This Memorandum shall become effective on October 1, 2018 and shall remain in effect pursuant to the Pinellas County Human Services contracts.
4. Each party hereby waives any claim in its favor against the other party by way of subrogation or indemnification which may arise during the term of this Memorandum for any and all loss of, or damage to, any of its property, or for bodily injury, which loss, damage, or bodily injury is covered by insurance to the extent that such loss or damage is recovered under such policies of insurance as required herein.
5. This Memorandum may be terminated by either party with no less than 30 days written notice.

**INDEMNITY**

Each party hereto hereby unconditionally indemnifies, holds harmless, protects and defends the other party and all subsidiary, affiliate and parent companies, their shareholders, non-leased employees, attorneys, officers, directors, agents and representatives from and against any and all claims, demands, damages, injuries, deaths, actions, costs and expenses (including attorney's fees and expenses at all levels of proceedings), losses and liabilities of whatever nature (including liability to third parties) and other consequences of any sort, including, but not limited to:

1. Actions or incidents (whether actual or alleged) by one party, or any contractor/employee of such party, of negligence, other tortious conduct, breach of contract, criminal or dishonest activity, those actions or incidents covered by the insurance policies, professional liability policies or fidelity bonds as set forth above, those costs attendant to the administration of any collective bargaining agreement and any liabilities or claims against the other party arising out of any non-payment or payment to or participation in a labor organization's health and welfare, retirement or other benefit fund, or the cessation of payment thereto or withdrawal from participation therein; and
2. All employment-related matters which shall encompass matters arising under local, state and/or federal right-to-know laws, OSHA, EEOC, ADEA, ADA (including, without limitation, those relating to employment, public access and public accommodation), WARN (including providing Suncoast at least 62 days' notice prior to a layoff, shutdown, or plant closing as defined in that




law), Family and Medical Leave Act, ERISA, Wage and Hour laws, NLRB laws, disclosed and undisclosed benefit plans, all other labor laws; and


3. Any and all other laws, regulations and ordinances and causes of action, including third-party actions, arising out of, occasioned by, or in connection with any obligations of either party arising out of this Memorandum, including, without limitation, those arising from products or services (professional or otherwise) produced or provided by the contractors; and
4. Any matter relating to the use of any contractor or involving the use of the other party's (or any employee, if such employee is acting or alleged to be acting on behalf of the PEMHS or Suncoast) machinery, facilities, equipment and/or vehicles, whether leased, rented, borrowed or owned; and
5. Injuries or death occurring to any individual performing work for the other party while not performing work as a contractor; injuries or death to any non-contractor; and for such acts of negligence towards any employee as are beyond the coverage of workers' compensation coverage.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by the undersigned officials as duly authorized.

Personal Enrichment Through  
Mental Health Services, Inc.,  
a Florida not for profit corporation

By:   
Gerald Wennlund  
President & CEO

Suncoast Center, Inc., a Florida not for profit  
corporation

By:   
Barbara Daire, LCSW  
President & CEO

MEMORANDUM OF UNDERSTANDING BETWEEN PERSONAL ENRICHMENT THROUGH MENTAL HEALTH SERVICES, INC. AND SUNCOAST CENTER, INC. PURSUANT TO THE PINELLAS INTEGRATED CARE ALLIANCE & TEAM

Amendment 1

PEMHS and Suncoast Center, amends original Memorandum of Understanding pursuant to the Pinellas Integrated Care Alliance & Team dated October 1, 2018 to:

Suncoast Center Responsibilities, Section 1. is amended as follows:

- a. Suncoast Center is the hiring agency and shall contract with PEMHS to provide two (2.0) FTE providers (the "contractors") whose services will be used by PICA, and one half (.5) FTE for Suncoast Center forensic case management.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment is hereby made a part of the agreement effective May 7, 2019.

THE PARTIES HERETO by and through their duly authorized representatives, whose signatures appear below, have caused this amendment to be executed.

I. DATE & SIGNATURE

PEMHS Inc.

Marianne Booker CEO.

Authorized Representative

Jerry Wennlund, President & CEO

*Please Print or Type Name*

Date: 5/29/19

Suncoast Center Inc.

Barbara Daire

Authorized Representative

Barbara Daire, President & CEO

*Please Print or Type Name*

Date: 5/24/19

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is effective as of the date of last signature hereto (“Effective Date”) by and between BayCare Health System, Inc., a Florida not-for-profit corporation, and its hospitals, facilities, affiliates, and/or subsidiary companies (“BayCare”), and Personal Enrichment through Mental Health Services Inc., a Florida not-for-profit corporation (“Contractor”).

1. Professional Services. BayCare shall perform the services (the “Professional Services”) for Contractor that are more particularly described on individual statements of work (“Statements of Work”), which shall be consecutively numbered and attached hereto as Exhibit A (Statements of Work).

2. Term; Termination. The term of this Agreement shall commence on the Effective Date and, unless sooner terminated, shall remain in full force and effect for an initial period of one (1) year or until all of the Statements of Work have either terminated or expired, whichever occurs later (“Initial Term”). BayCare may terminate this Agreement at any time without cause and without penalty by giving Contractor at least thirty (30) days prior written notice. This Agreement will be terminated automatically and immediately if Contractor is excluded or sanctioned from a Governmental Program. Termination of this Agreement shall, in and of itself, terminate all of the Statements of Work. Except as otherwise set forth in this Section, the termination of any individual Statement of Work shall not impact this Agreement or any other Statement of Work.

3. Insurance. Each party agrees to maintain insurance in accordance with the terms set forth on Exhibit D (Insurance Requirements), which is attached hereto.

4. Payment Terms. In return for the performance of the Professional Services, BayCare shall be compensated at the rates set forth on the Statements of Work. Payment shall be made upon submission of invoices in accordance with the Florida Prompt Payment Act, Fla. Stat. §218.70, et seq.

5. Confidentiality. BayCare and Contractor hereby agree to execute and abide by the Mutual Non-Disclosure Agreement, which is attached hereto as Exhibit E (Mutual Non-Disclosure Agreement).

6. HIPAA. BayCare and Contractor hereby agree to execute the Business Associate Addendum, which is attached hereto as Exhibit B (Business Associate Addendum), simultaneously with this Agreement.

7. Data Ownership. All of BayCare’s data, records, lists, patient information, and other information to which Contractor has access, or which is transmitted to, by, or through any Contractor system, or which is otherwise provided to Contractor under this Agreement (“BayCare Data”) shall be and remain the sole and exclusive property of BayCare, and BayCare shall retain exclusive rights and ownership thereto. The BayCare Data shall not be used by Contractor for any purpose other than as required under this Agreement nor shall the BayCare Data (or any part of

the BayCare Data) be disclosed, sold, assigned, leased or otherwise disposed of to third parties (including any and all affiliates, subsidiaries, or other parties related to Contractor) by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, subcontractors, or agents.

8. BayCare Deliverables. Contractor acknowledges that any deliverables, reports, designs, documentation, computer programs, and/or other materials provided by BayCare under this Agreement (the “BayCare Deliverables”) shall be the sole and exclusive property of BayCare. BayCare hereby grants to Contractor a non-exclusive, limited license to use the BayCare Deliverables solely in connection with the Professional Services set forth on Exhibit A (Statements of Work).

9. Indemnification. Contractor agrees to be fully responsible for, and agrees to indemnify, defend, and hold BayCare, and its agents, employees, and contractors harmless against, all claims, losses, liabilities, damages, injuries, or expenses (including reasonable attorney and paralegal fees and expenses) resulting from or arising in connection with: (i) a breach by Contractor of Contractor’s obligations, representations, or warranties under this Agreement; (ii) any claim based upon any negligent or willful act or omission by Contractor, its agents, employees, or contractors; or (iii) any claim of personal injury or property damage caused by Contractor, its agents, employees, or contractors.

10. Venue/Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, exclusive of its choice of law rules. All disputes directly or indirectly related to this Agreement shall be litigated solely in the state and federal courts with jurisdiction over Pinellas County, Florida, and no other place, and Contractor and BayCare hereby agree to waive any jurisdictional, venue, or inconvenient forum objections to such courts.

11. BayCare’s Policies. Contractor agrees that it shall comply with all of BayCare’s network, privacy, security, change management, change control, and other policies and procedures applicable to its performance under this Agreement, including, but not limited to, BayCare’s Information Security Agreement, which is attached hereto as Exhibit C (Information Security Agreement), including any modifications or additions thereto made during the term of this Agreement. Notwithstanding anything to the contrary in this Agreement, Contractor shall not make changes to any production system without first notifying BayCare and obtaining BayCare’s prior written consent to make changes to such production system.

12. Modification and Waiver. No modification of this Agreement shall be deemed effective unless in writing and signed by each of the parties hereto.

13. Entire Agreement. This Agreement, including all exhibits and addenda hereto, contains the entire agreement between the parties. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

14. Assignment. Contractor shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of BayCare.

15. Notices. Any notice required or permitted to be delivered under this Agreement shall be sufficient if in writing, and if delivered personally or sent by certified mail, return receipt requested and postage prepaid, to the parties at the following addresses: If to BayCare: BayCare Health System, Inc., 2985 Drew Street, Clearwater, Florida 33759, Attention: Vice President, Behavioral Health Services and with copy to: BayCare Health System, Inc., 2985 Drew Street, Clearwater, Florida 33759, Attention: Legal Services Department. If to Contractor: PEMHS Inc., 11254 58<sup>th</sup> Street N, Pinellas Park, Florida 33782-2212.

16. No Benefit to Others. The provisions set forth in this Agreement are for the sole benefit of the parties and their successors and permitted assigns, and they shall not be construed as conferring any rights on any other persons or entities.

17. Independent Contractors. This Agreement shall create an independent contractor relationship between the parties. Nothing in this Agreement shall be deemed to create a joint venture, partnership, agency, employment, or similar relationship. Neither party has authority to enter into any contract or incur any other obligation on behalf or in the name of the other party. Each party will be solely responsible for all the acts, inactions, and/or claims relating to itself and its employees, agents, and/or subcontractors including, but not limited to: compliance with laws governing workers' compensation, Social Security, and withholding; payment of any and all federal, state and local personal income taxes; disability insurance; unemployment; and any other taxes for such persons. .

18. Force Majeure. Neither party shall be liable for any delay or failure in performance under this Agreement deemed to be a result, directly or indirectly, of any act of God, acts of civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of public transportation, or any similar or dissimilar cause beyond the reasonable control of either party.

19. Execution. This Agreement may be executed in one or more counterparts or by facsimile, each of which shall be an original and all of which shall together constitute one and the same instrument. A facsimile, PDF, or other electronic signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed), and shall be deemed an original signature for all purposes under this Agreement.

20. Publicity/Advertising. BayCare has a policy prohibiting the use of its name, brand, likeness, trademarks, or other intellectual property for publicity and/or advertising purposes unless such publicity/advertising will have a materially beneficial impact on its image and/or reputation. BayCare represents to Contractor that few requests it receives for publicity and/or advertising (including joint releases and/or testimonials) meet this requirement. All requests to use BayCare's name, brand, likeness, trademarks/intellectual property, statements from employees, results from questionnaires, or any other related requests ("Publicity/Advertising Requests") must be submitted

in writing to BayCare's Director of Communications who will facilitate BayCare's internal review and approval process. Contractor agrees that BayCare will approve or disapprove all Publicity/Advertising Requests in its sole discretion.

21. Attorneys' Fees and Costs. In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivering charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

22. Survival. Any provisions which remain to be performed, or by their nature are intended to be applicable, following any expiration or termination of this Agreement, any Statement of Work, or any exhibit attached hereto shall remain in full force and effect after such expiration/termination.

23. Controlling Document. In the event of any conflict or inconsistency between this Agreement, any State of Work, or any exhibit, document, instrument or agreement prepared by Contractor, the terms of this Agreement shall control.

24. Excluded Provider. Contractor hereby represents and warrants that Contractor is not, and at no time has been, excluded from participation in any federally funded health care program, including, but not limited to, the Medicare and Medicaid programs (collectively, the "Governmental Program."). Contractor hereby agrees to immediately notify BayCare of any threatened, proposed, or actual exclusion from any Governmental Program. In the event that Contractor is excluded from participation in any Governmental Program during the term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that Contractor is in breach of this Section, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate. Contractor shall indemnify, defend, and hold harmless BayCare against all actions, claims, demands, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising, directly or indirectly, out of any violation of this Section by Contractor.

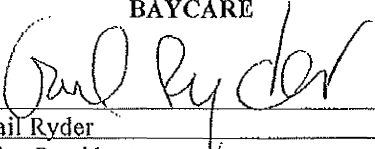
25. Access to Records. If and to the extent required by Section 1395x(v)(1)(I) of Title 42 of the United States Code, until the expiration of four (4) years after the termination of this Agreement, Contractor shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of the services provided by Contractor under this Agreement. Contractor further agrees that

in the event it carries out any of its duties under this Agreement through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, such subcontract shall include a provision requiring such


subcontractor to comply with Section 1395x(v)(1)(I) of Title 42 of the United States Code.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**BAYCARE**

By:   
Name: Gail Ryder  
Title: Vice President  
Date: \_\_\_\_\_

**CONTRACTOR**

By:   
Name: Gerald Wenlund  
Title: President & CEO  
Date: \_\_\_\_\_

## EXHIBIT A

### STATEMENTS OF WORK

#### Statement of Work #1

This Statement of Work #1 ("SOW #1") is effective as of the date of last signature hereto ("SOW #1 Effective Date"), by and between BayCare Health System, Inc., a Florida not-for-profit corporation, and its hospitals, facilities, affiliates, and/or subsidiary companies ("BayCare"), and Personal Enrichment through Mental Health Services Inc. ("Contractor"). This SOW #1 is an exhibit to the Professional Services Agreement, which shall be executed simultaneously with this SOW #1, between BayCare and Contractor ("Agreement"). Capitalized terms not defined in this SOW #1 shall be as defined in the Agreement. All terms and conditions of the Agreement shall apply to this SOW #1. In the event of conflict and/or inconsistency between this SOW #1 and the Agreement, the terms of the Agreement shall prevail, except to the extent such SOW #1 specifically cross-references the specific term, condition, and/or section of the Agreement to be amended by the SOW #1.

**WHEREAS**, Contractor desires to obtain Services (as hereinafter defined);

**WHEREAS**, BayCare employs certain personnel who are willing to provide Services to Contractor; and

**WHEREAS**, BayCare and Contractor desire to enter into this SOW #1 to set forth the terms and conditions under which the BayCare Personnel (as hereinafter defined) will provide Services to Contractor.

**NOW, THEREFORE**, the parties agree as follows:

A. Definitions.

1.1 "BayCare Personnel" means an individual who is employed by BayCare and who provides Services to Contractor. The initial BayCare Personnel are identified below:

- John Clare, Licensed Mental Health Counselor
- Anthony Jones, Master Level Practitioner
- Patsy Luehmann, Master Level Social Worker

B. Scope of Services. BayCare and Contractor agree that the BayCare Personnel shall provide care coordination services for mentally ill patients and/or patients with substance abuse issues at Contractor's facility (collectively, the "Services"). Such Services shall be performed at times mutually agreed upon by BayCare and Contractor. BayCare and Contractor agree that Contractor shall be responsible for the direction and supervision of the Services.

C. Term. The term of this SOW #1 shall commence on the SOW #1 Effective Date and, unless sooner terminated as provided in this SOW #1, shall continue for an initial term of four (4) month ("SOW #1 Initial Term"). Thereafter, this SOW #1 may be renewed only by written agreement signed by both parties ("SOW #1 Renewal Term"). The Initial Term, together with any Renewal Term(s), shall be referred to collectively as the "SOW #1 Term".

D. Termination without Cause. BayCare may terminate this SOW #1 at any time without cause and without penalty by giving Contractor at least thirty (30) days prior written notice.

E. Termination for Cause. Either party shall be entitled to terminate this SOW #1 for cause upon thirty (30) days advance written notice to the other party; provided, however, the breaching party has not cured the breach within such thirty (30) day period. Such notice shall specify, with reasonable detail, the nature and extent of the breach.

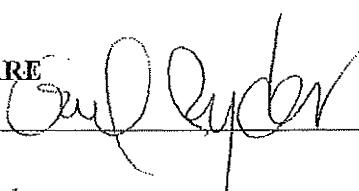
F. Payment. Beginning on the SOW #1 Effective Date and continuing through the SOW #1 Term, Contractor agrees to: (i) reimburse BayCare for the direct, out-of-pocket costs associated with the employment of the BayCare Personnel at all times when such BayCare Personnel provides Services pursuant to this Agreement, including, without limitation, the BayCare Personnel's then-current salary and benefits, travel expenses, supplies, and other expenses (collectively, the

“Costs”), and (ii) pay BayCare an amount equal to twenty-four percent (24%) of the Costs for BayCare’s administrative and operational costs associated with the BayCare Personnel (collectively, the “Payment Amount”). BayCare shall submit to Contractor an invoice supporting the Payment Amount, and Contractor shall pay BayCare within thirty (30) days of receipt of an invoice.

Initial Estimated Payment Amount:

Costs	Amount
Salary, Benefits, and Administrative Fees	\$247,666
Travel	\$3,204
Supplies	\$1,368
Other (cell phone and cellular service)	\$2,760
<b>Payment Amount</b>	<b>\$254,998</b>

**BAYCARE**



By

Gail Ryder

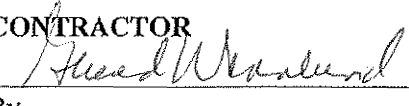
Print Name

Vice President

Title

Date

**CONTRACTOR**



By

Gerald Wenaland

Print Name

President & CEO

Title

Date

**EXHIBIT B**

**BUSINESS ASSOCIATE ADDENDUM**

**PDF**

*J.*

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**EXHIBIT C**

**INFORMATION SECURITY AGREEMENT**



*J.*

PEMHS - BayCare  
ISA 071918 (Fully Exe

## EXHIBIT D

### INSURANCE REQUIREMENTS

#### 1. INSURANCE:

- a) Proposal submittals should include, the Contractors current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Contractor does not currently meet insurance requirements, Contractor/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
- b) Within 10 days of **contract award** and prior to commencement of work, contractor shall email certificate that is compliant with the insurance requirements to [compliance@pemhs.org](mailto:compliance@pemhs.org).
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by PEMHS. Approval by PEMHS of any Certificate(s) of Insurance does not constitute verification by PEMHS that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. PEMHS reserves the right to require a copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the contractor to meet the requirements of the Agreement shall be endorsed to include PEMHS Inc. as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Contractor to PEMHS at least thirty (30) days prior to the expiration date.
  - (1) Contractor shall also notify PEMHS within thirty (30) days after receipt, of any notices of cancellation or nonrenewal received by said Contractor from its insurer. Notice shall be given by certified mail to: PEMHS Inc. 11254 58<sup>th</sup> St. No., Pinellas Park, Florida 33782. Nothing contained herein shall absolve Contractor of this requirement to provide notice.
  - (2) Should the Contractor, at any time, not maintain the insurance coverages required herein, PEMHS may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of PEMHS and charge the Contractor for such purchase or offset the cost against amounts due to Contractor for services completed. PEMHS shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of PEMHS to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) PEMHS reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this agreement, the Prime Contractor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*

All subcontracts between Contractor and its subcontractors shall be in writing and are subject to PEMHS's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Contractor to the same extent Contractor is bound to PEMHS by the terms of the Contract Documents, as those terms may apply

to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Contractor to PEMHS at the election of Owner upon termination of the Contract; (3) provide that PEMHS will be an additional indemnified party of the subcontract; (4) provide that PEMHS will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of PEMHS and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to PEMHS; and (7) identify PEMHS as an intended third-party beneficiary of the subcontract. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with PEMHS. If Contractor is a Joint Venture per Section A, titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
  - (2) Companies issuing the insurance policy, or policies, shall have no recourse against PEMHS for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
  - (3) The term "PEMHS" shall include all Authorities, Boards, and Departments of PEMHS and individual members, employees thereof in their official capacities, and/or while acting on behalf of PEMHS.
  - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by PEMHS or any such future coverage, or to PEMHS's Self-Insured Retentions of whatever nature.
  - (5) All policies shall be written on a primary, non-contributory basis.
  - (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. PEMHS shall have the right, but not the obligation to determine that the Contractor is only using employees named on such list to perform work for PEMHS. Should employees not named be utilized by Contractor, PEMHS, at its option may stop work without penalty to PEMHS until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Contractor to be in default and take such other protective measures as necessary.
  - (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of PEMHS from both the Contractor and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Worker's Compensation Insurance  
Limit: Florida Statutory

Employer's Liability Limits

Per Employee	\$500,000.00
Per Employee Disease	\$500,000.00
Policy Limit Disease	\$500,000.00

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. Policy shall not contain any sexual misconduct or physical abuse exclusions.

Limits

Combined Single Limit Per Occurrence	\$1,000,000.00
Products/Completed Operations Aggregate	\$1,000,000.00
Personal Injury and Advertising Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00

- (3) Business Automobile or Truckers/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Contractor/Bidder/Quoter does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor/Bidder/Quoter can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$1,000,000.00
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- (4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to PEMHS, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$1,000,000.00
General Aggregate	\$1,000,000.00

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- (5) Property Insurance Contractor will be responsible for all damage to its own property, equipment and/or materials.

## EXHIBIT E

### MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the “**Mutual Non-Disclosure Agreement**”) is effective as of the date of last signature hereto (“**Mutual Non-Disclosure Agreement Effective Date**”) by and between BayCare Health System, Inc., a Florida not-for-profit corporation, and its hospitals, facilities, affiliates, and/or subsidiary companies (“**BayCare**”), and Personal Enrichment through Mental Health Services Inc. (“**Contractor**”)

1. In consideration of Contractor’s continued association with BayCare, the remuneration paid and/or to be paid to Contractor by BayCare, the services to be provided by Contractor, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and BayCare hereby agree to the terms and conditions set forth in this Mutual Non-Disclosure Agreement.
2. BayCare and Contractor acknowledge that in the course of Contractor’s activities and work with BayCare, BayCare, Contractor, and/or third parties performing services on behalf of BayCare and/or Contractor (the “**Disclosing Party**”) may provide certain proprietary and/or confidential information to the other party (the “**Receiving Party**”), and that the unauthorized disclosure and/or use of any such proprietary and/or confidential information will cause irreparable injury to the Disclosing Party.
3. “**Confidential Information**” shall mean all: (a) technical, business, financial, pricing and other data and/or information of the Disclosing Party that is disclosed/transmitted to or otherwise received/retrieved by the Receiving Party, whether orally or in writing; (b) patient information; and/or (c) other non-publicly available information related to the Disclosing Party’s business or operations. “**Confidential Information**” will not include any information: (i) that is publicly available through no breach of this Mutual Non-Disclosure Agreement by the Receiving Party; (ii) that is independently developed or was previously known by the Receiving Party; or (iii) that is rightfully acquired by the Receiving Party from a third party who is not in breach of an agreement to keep such information confidential.
4. Except in the normal course of the Receiving Party’s work for the sole use and benefit of the Disclosing Party, or upon the Disclosing Party’s written authorization, the Receiving Party agrees that it will not, nor will the Receiving Party permit its respective employees, agents, associates, independent contractors, subcontractors, outsourcers, and/or other service providers to, disclose, use, copy, distribute, sell, license, publish, reproduce, or otherwise make available Confidential Information to any third party, person, firm, corporation, or association for any purpose. The Receiving Party will: (a) secure and protect the Confidential Information by using the same or greater level of care that it uses to protect its own confidential and proprietary information of like kind, but in no event less than a reasonable degree of care, and (b) require each of its respective employees, agents, associates, independent contractors, subcontractors, outsourcers, and/or other service providers who have access to such Confidential Information to execute confidentiality agreements in their own right that are no less restrictive than the terms of this Mutual Non-Disclosure Agreement. The Receiving Party further agrees that it will not make any copies of the Confidential Information and will not remove any copy or sample of Confidential Information from the Disclosing Party’s premises without the written authorization of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may disclose the Confidential Information to the extent required by applicable law or regulation or by order of a court or other governmental entity, in which case the Receiving Party will notify the Disclosing Party as soon as practicable and in any event, and if possible, at least thirty (30) days prior to the Receiving Party making such required disclosure.
5. The Disclosing Party shall retain ownership of all rights, including all intellectual property rights, in Confidential Information. No other right, immunity or license to the Confidential Information, either expressed or implied, is granted by the Disclosing Party pursuant to this Mutual Non-Disclosure Agreement under any patent, patent application, copyright, trademark or other intellectual property right.

6. Upon receipt of a written or verbal request from the Disclosing Party, and unless the Receiving Party has an ongoing right to use the Confidential Information pursuant to the terms and conditions of another agreement between the parties, the Receiving Party will return to the Disclosing Party all originals, copies, samples, and/or derivatives of the Confidential Information in whatever form that, at the time of the receipt of the notice, are in the Receiving Party's possession or control.
7. The obligations imposed on the Receiving Party shall continue with respect to each item of the Confidential Information following any termination of the contractual relationship between Contractor and BayCare (regardless of the reason for such termination), and such obligations shall not terminate until such item shall cease to be secret, proprietary, and/or confidential and shall be in the public domain, unless such event shall have occurred as a result of wrongful conduct by the Receiving Party or the Receiving Party's employees, agents, associates, independent contractors, subcontractors, outsourcers, and/or other service providers or a breach of this Mutual Non-Disclosure Agreement.
8. The Receiving Party acknowledges and agrees that a breach of this Mutual Non-Disclosure Agreement will cause the Disclosing Party to suffer irreparable damage that could not be adequately remedied by an action at law. Accordingly, the Receiving Party agrees that in the event of any breach of this Mutual Non-Disclosure Agreement by the Receiving Party, the Disclosing Party shall be entitled, upon application to a court of competent jurisdiction, to obtain injunctive relief to enforce the provisions of this Mutual Non-Disclosure Agreement, which injunctive relief shall be in addition to any other rights or remedies available to the Disclosing Party. In any action or proceeding by the Disclosing Party to obtain a temporary restraining order and/or preliminary injunction, the Receiving Party hereby agrees to waive the necessity of the Disclosing Party's posting an injunction bond in order to obtain the temporary restraining order and/or preliminary injunction.
9. This Mutual Non-Disclosure Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, exclusive of its choice of law rules. All disputes directly or indirectly related to this Mutual Non-Disclosure Agreement shall be litigated solely in the state and federal courts sitting in the County of Pinellas in the State of Florida and no other place, and Contractor and BayCare hereby agree to waive any jurisdictional, venue, or inconvenient forum objections to such courts. In any action to enforce this Mutual Non-Disclosure Agreement, the prevailing party will be entitled to costs and attorneys' fees.
10. No changes to the Mutual Non-Disclosure Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Mutual Non-Disclosure Agreement is held to be invalid or unenforceable, the remaining provisions of this Mutual Non-Disclosure Agreement shall remain in full force and effect.
11. The waiver by either party of any default or breach of this Mutual Non-Disclosure Agreement shall not constitute a waiver of any other or subsequent default or breach. A waiver shall not be effective unless it is set forth in a document signed by the party against which such waiver is asserted.

This Mutual Non-Disclosure Agreement has been signed by Contractor and BayCare as of the Mutual Non-Disclosure Agreement Effective Date.

**Contractor**

By: Gerald Wennlund  
 Name: Gerald Wennlund  
 Title: President & CEO  
 Date: \_\_\_\_\_

**BayCare**

By: Gail Ryder  
 Name: Gail Ryder  
 Title: Vice President  
 Date: \_\_\_\_\_

**Attachment 1**  
**Data Sharing Agreement**

WHEREAS, homelessness, substance abuse, mental health services, and human services are issues which cross many systems; and

WHEREAS, Pinellas County is interested in including program and service related information in the Pinellas County Data Collaborative (hereinafter referred to as (“Data Collaborative”), to better understand cross-system involvement; and

WHEREAS, organizations within Pinellas County are interested in understanding the extent that client populations move within systems to better serve the population needs; and

WHEREAS, the County is a member of the Data Collaborative; and

WHEREAS, the Data Collaborative has the ability to receive and analyze data in a secure manner to provide valuable system information.

NOW, THEREFORE in consideration of the following agreements, the parties do hereby covenant and agree to the following:

1. The Agency will provide program information to include operational, fiscal, client service, and other program information in electronic format to the County for the sole purpose of research and policy development. This information will be provided quarterly or on an as needed basis as defined by the County.
2. This information will be crossed through the Data Collaborative with systems containing state and local information about involvement in criminal justice, human services, mental health, substance abuse, EMS and other systems as available for the sole purpose of understanding cross-system involvement for policy and planning.
3. The County will assure that the information used by the Data Collaborative will not be released, shared, or transferred in an identifiable manner to any organization and will be stored in a HIPAA compliant location.
4. The County will assure that confidential nature of any and all information with respect to any records and reports created or disseminated is maintained. The Parties also agree that the information will be used only for the purpose for which it was provided.
5. Modification of this agreement shall be made only by the consent of both Parties and shall include a written document setting forth the modifications and signed by both Parties. This agreement may be terminated with 30 days written notice to the other party.
6. The Parties shall assist in the investigation of injury or damages for or against either party pertaining to their respective areas of responsibility or activities under this contract and shall contact the other party regarding the legal actions deemed appropriate to remedy such damage or claims.

**ATTACHMENT 2**  
**INSURANCE REQUIREMENTS**

The following insurance requirements are included in this agreement:

The **AGENCY** shall obtain and maintain at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days of executed Agreement, the **AGENCY** shall provide the **COUNTY** with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).

No Services shall commence under this agreement unless and until the required Certificate(s) of Insurance are received and approved by the **COUNTY**. Approval by the **COUNTY** of any Certificate of Insurance does not constitute verification by the **COUNTY** that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. **COUNTY** reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the Agreement period.

If any insurance provided pursuant to the Agreement expires prior to the expiration of the Agreement, renewal Certificates of Insurance and endorsements shall be furnished by the **AGENCY** to the **COUNTY** at least thirty (30) days prior to the expiration date.

**AGENCY** shall also notify **COUNTY** within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said AGENCY from its insurer. Notice shall be given by certified mail to: **Pinellas COUNTY Risk Management Department**, 400 South Fort Harrison Ave., Clearwater, Florida 33756; and nothing contained herein shall absolve AGENCY of this requirement to provide notice.

Should the **AGENCY**, at any time, not maintain the insurance coverages required herein, the **COUNTY** may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the **COUNTY** and charge the **AGENCY** for such purchase. The **COUNTY** shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the **COUNTY** to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

The **COUNTY** reserves the right, but not the duty, to review and request a copy of the **AGENCY**'s most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

Each insurance policy shall include the following terms and/or conditions in the policy:



- (1) The Named Insured on the Certificate of Insurance must match the entity's name that is signing the Agreement.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against **COUNTY** for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of the **AGENCY**.
- (3) The term "**COUNTY**", or "**Pinellas COUNTY**" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of **COUNTY** and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas **COUNTY**.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by **COUNTY** or any such future coverage, or to **COUNTY's** Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any certificate of insurance evidencing coverage provided by a leasing company for either Workers Compensation or Commercial General Liability shall have a list of covered employees certified by the leasing company attached to the Certificate of Insurance. The **COUNTY** shall have the right, but not the obligation to determine that the **AGENCY** is only using employees named on such list to perform work for the **COUNTY**. Should employees not named be utilized by **AGENCY**, the **COUNTY**, at its option may stop work without penalty to the **COUNTY** until proof of coverage or removal of the employee by the **AGENCY** occurs, or alternatively find the **AGENCY** to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of **Pinellas COUNTY** from the **AGENCY**.
- (8) The insurance requirements for this Agreement, which shall remain in effect throughout its duration, are as follows:

(A) Workers' Compensation Insurance

Limit	Florida Statutory
Employers Liability Limits	
Per Employee	\$500,000
Per Employee disease	\$500,000
Policy Limit Disease	\$500,000

(B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury. No exclusions for physical abuse or sexual misconduct.

Limits

General Aggregate	\$ 2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

(C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles including loading and unloading coverage. If the **AGENCY** does not own any vehicles, then evidence of Hired and Non-owned coverage under Commercial General Liability is sufficient. Coverage shall be on an "occurrence" basis. Insurance is to include coverage for loading and unloading hazards, unless vendor can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$1,000,000
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(D) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above: No exclusions for physical abuse or sexual misconduct.

Limits

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

(E) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.