

AGREEMENT**SERVICES AGREEMENT**

THIS SERVICES AGREEMENT is made as of Saturday, October 1, 2022 (Effective Date). By and between Pinellas County, a political subdivision of the State of Florida (“County”), and Directions for Mental Health, Inc., d/b/a Directions for Living, Inc., Clearwater, FL (“Contractor”), (individually, “Party,” collectively, “Parties”).

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 22-0292-P(“RFP”) for Pinellas County Empowerment Team 2.0 Intensive Case Management services; and

WHEREAS, following a multi-year, independent program evaluation, the results of the Pinellas County Empowerment Team (PCET) Pilot demonstrated improvements at the individual and system level within Pinellas County; and

WHEREAS, the independent program evaluation of the PCET Pilot identified a transition readiness tool as integral in an individual’s ability to transition to integrated levels of care and achieve self-sufficiency; and

WHEREAS, the PCET Pilot provided wraparound services to specific individuals who had been repeatedly hospitalized, involved in the criminal justice system, and accessed public behavioral health services; and

WHEREAS, wraparound services of the PCET Pilot included ongoing assertive engagement for those clients reluctant to participate; and

WHEREAS, the PCET Pilot improved behavioral health, criminal justice and housing linkages to achieve more positive long term outcomes for these individuals; and

WHEREAS, PCET Pilot identified various opportunities for system improvement and lessons learned related to individuals accessing and/or providing care to those individuals; and

WHEREAS, of those system improvement opportunities, the need for intensive case management was noted as essential for individuals with severe and persistent mental illness (SPMI) to manage accessing care and stability of psychiatric symptoms; and

WHEREAS, of those lessons learned the need for ongoing assertive engagement by the PCET Pilot staff was noted as essential to individuals enrolling and accessing necessary care; and

WHEREAS the County is committed to leveraging lessons learned to break down barriers and achieve repeatable, sustainable, positive outcomes for individuals with SPMI; and

WHEREAS, continuing to identify barriers and implement solutions that will make the System of Care more efficient and effective for individuals who require behavioral health support and treatment services; and

WHEREAS, the next iteration of the PCET, PCET 2.0, will provide assertive engagement and intensive case management to a subacute population of adults with SPMI who are disproportionately overinvolved with the County Jail and the public crisis stabilization unit/receiving facility and are at an increased risk for repeated/overuse of public resources.

WHEREAS, based upon the County’s assessment of Contractor’s proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

- A. **“Agreement”** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- B. **“County Confidential Information”** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to data or information referenced in the HIPAA Business Associate Agreement (Attachment 4), Data Sharing Agreement (Attachment 5) and, any other information designated in writing by the County as County Confidential Information.

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- C. **“Contractor Confidential Information”** means any Contractor information that is designated as confidential and/or exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.
- D. **“Contractor Personnel”** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- E. **“Services”** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in the Statement of Work Exhibit attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Execution of Agreement

The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor’s quotation, estimate, scope of work, or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

3. Conditions Precedent

This Agreement, and the Parties’ rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required, and the insurance coverage(s) required, within 10 days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

4. Services

- A. **Services** - The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
- B. **Services Requiring Prior Approval** - Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from the Director of the Human Services Department.
- C. **Additional Services** - From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services (“Additional Services”), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
- D. **De-scoping of Services** - The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

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- E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act** - Contractor is and shall remain an independent Contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.
- F. **Non-Exclusive Services** - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar goods and/or services as it determines necessary in its sole discretion.
- G. **Project Monitoring** - During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

5. Term of Agreement

- A. **Initial Term** - The term of this Agreement shall commence on **the Effective Date**, and shall remain in full force through September 30, 2025, or until termination of the Agreement, whichever occurs first.

Following the commencement of this Agreement, reimbursement for service and costs rendered by the Contractor on or after October 1, 2022, may be invoiced.

- B. **Term Extension** - The Parties may extend the term of this Agreement for 1 (one) additional 24(twenty-four) month period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

6. Compensation and Method of Payment

- A. **Services Fee** - As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections below, unless the Parties agree to increase this sum by written amendment as authorized in the Amendment Section of this Agreement.

- B. **Spending Cap and Payment Structure** - The County agrees to pay the Contractor the total not-to-exceed sum of \$1,942,500.00, for Services completed and accepted herein if applicable, payable on a reimbursable basis for the deliverables as set out in Exhibit C and below, upon submittal of an invoice as required herein.

County shall reimburse the Contractor for PCET 2.0 staff, services, supplies, and operational costs in amount not to exceed \$647,500.00 per fiscal year as follows:

- i. An amount not to exceed \$615,000.00 for program staff, services, supplies, and operational costs;
- ii. In year 1 of PCET 2.0, an amount not to exceed \$32,500 for start-up costs including supplies and operational costs; and
- iii. In years 2 and 3, an amount not to exceed \$32,500 for performance-based incentives on submission of Optimum Data Set (ODS) Attachment 1 as follows:
 - (A) Year 2 incentive will be earned upon successful submissions of ODS data set.
 - (B) Year 3 incentive will be earned upon submission of ODS and a percentage increase over the baseline submission, informed/determined by ODS data submission in Year 2.

- C. **Travel Expenses** - The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.
- D. **Taxes** - Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.
- E. **Payments and Invoicing** - Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to the designated person as set out in the Notices Section herein.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials

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basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

7. Personnel

- A. **E-Verify** - The Contractor and subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A Contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system. If a Contractor enters a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract. If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity. If the County has a good faith belief that a subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or Lower Tier subcontractor with the clause set for in this section.
- B. **Qualified Personnel** - Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.
- C. **Approval and Replacement of Personnel** - The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

8. Termination**A. Contractor Default Provisions and Remedies of County**

1. **Events of Default** - Any of the following shall constitute a "Contractor Event of Default" hereunder:
- Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;
 - Contractor breaches Confidential Information Section of this Agreement;
 - Contractor fails to gain acceptance of goods and/or services deliverable, for 2 consecutive iterations; or
 - Contractor fails to perform or observe any of the other material provisions of this Agreement.

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2. **Cure Provisions** - Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
3. **Termination for Cause by the County** - In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor

1. **Events of Default** - Any of the following shall constitute a "County Event of Default" hereunder:
 - i. the County fails to make timely undisputed payments as described in this Agreement;
 - ii. the County breaches Confidential Information Section of this Agreement; or the County fails to perform any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.
3. **Termination for Cause by the Contractor** - In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience

1. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving 30 days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

9. Time is of the Essence

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in the Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

10. Confidential Information and Public Records

- A. **County Confidential Information** - Contractor shall not disclose to any third-party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.
- B. **Contractor Confidential Information** - All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subContractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.
- C. **Public Records** - Contractor 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.

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Contractor 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 County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this agreement, the Contractor shall contact:

Pinellas County Board of County Commissioners

Purchasing and Risk Management Division

400 S. Ft. Harrison Ave, 6th Floor,

Clearwater, FL 33756

Public Records Liaison

Phone: 727-464-3237

Email: mcchartier@pinellascounty.org

11. Audit

Contractor shall retain all records relating to this Agreement for a period of at least 5 years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

12. Compliance with Laws

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Digital Accessibility

Contractor acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Contractor shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas

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County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Contractor fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Contractor of non-compliance. Within 30 days of Contractor's receipt of a non-compliance notice ("Notice"), Contractor and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Contractor:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Contractor to the Liability and Insurance – Indemnification Section of this Agreement, "Indemnification."

14. Public Entities Crimes

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

15. Liability and Insurance

- A. **Insurance** - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, attached hereto and incorporated herein by reference.
- B. **Indemnification** - Contractor 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 Contractor; 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; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.
- C. **Liability** - Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes** - The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

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The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

17. Orders

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

18. Name Changes

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

19. Acceptance of Services

For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Director of the Human Services Department or designee, will have 10 calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Directions for Living, Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have 7 calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have 7 calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

20. Subcontracting/Assignment

- A. **Subcontracting** - Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor 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.
- B. **Assignment** - 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.

21. Survival

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

22. Notices

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Abigail Stanton

Human Services Department

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Contracts Division

440 Court Street, 2nd Floor

Clearwater, FL 33756

with a copy to:

Attn: Merry Celeste,

Purchasing and Risk Management Division Director

Pinellas County Purchasing Department

400 South Fort Harrison Avenue

Clearwater, FL 33756

For Contractor:

Attn: April Lott

Directions for Mental Health, Inc., d/b/a Directions for Living

1437 S. Belcher Rd.

Clearwater, FL 33764

23. Conflict of Interest

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor 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 Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor 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 Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

24. Right to Ownership

All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including data reports and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

25. Amendment

This Agreement may be amended by mutual written agreement of the Parties hereto.

26. Severability

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full

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force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

27. Applicable Law and Venue

This Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

28. Waiver

No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

29. Due Authority

Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

30. No Third-Party Beneficiary

The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.

31. Force Majeure

“Force Majeure Event” means any act or event that (i) prevents a Party (the “Nonperforming Party”) from performing its obligations or satisfying a condition to the other Party’s (the “Performing Party”) obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance and thereby prevented from satisfying any conditions precedent to the Performing Party’s performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party’s obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

32. Entirety

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written. The “WHEREAS” clauses are specifically incorporated into and are made a part of this Agreement.

(Signature Page Follows)

AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, a political subdivision of the State of Florida PINELLAS COUNTY acting by and through the Board of County Commissioners

By: _____

Signature _____

Print Name _____

Title _____

Date _____

By: _____

Signature _____

Print Name _____

Title _____

Date _____

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

AGREEMENT

EXHIBIT A - STATEMENT OF WORK**PROGRAM DESCRIPTION**

Contractor:	Directions for Living, Inc.
Program Name:	Pinellas County Empowerment Team 2.0 – Intensive Case Management (PCET 2.0)
Priority Area:	Behavioral Health
Agreement Term:	October 1, 2022 – September 30, 2025
Target Population:	Adults with SPMI, as identified by the COUNTY , who are disproportionately involved with the County Jail and the public crisis stabilization unit/receiving facility and are at risk for repeated/overuse of public resources.
Type of Intervention:	The PCET 2.0 shall assess and enroll participants to develop comprehensive, recovery-oriented treatment plans to achieve participant stabilization. The contracted proposer(s) will be responsible for providing participants intensive case management and care coordination of behavioral health care and additional services identified by the initial needs' assessments, including housing.

I. PROGRAM STAFF AND SERVICES**A. Program Staff**

1. CONTRACTOR shall onboard two teams to provide intensive case management to stabilize participants with a goal of transitioning participants to the appropriate community-based treatment.
2. CONTRACTOR shall ensure staff is available evening and weekends, to engage and respond to clinical needs of PCET 2.0 participants, including acute crisis intervention and de-escalation. Staff hours should be flexible to meet participants when and where they are for engagement and support services.
 - a. Service delivery shall provide for multiple face to face services delivered per month and that at least fifty percent (50%) of contacts are conducted outside of the CONTRACTOR office and in the community (home, street, public location, day program, other treatment provider, etc.) of the participant.
 - b. Staff will operate an on-call schedule for evenings and weekends to provide continuous coverage to respond to participant emergencies and provide rapid crisis response to divert preventable admissions to the crisis stabilization or criminal justice involvement.
3. CONTRACTOR shall onboard the following positions to staff PCET 2.0 within 30 days of Agreement execution:
 - a. 1 fulltime equivalent (FTE) Supervisor dedicated to PCET 2.0 who shall oversee operations and system outreach and/or coordination.
 - b. 2 FTE Counselors dedicated exclusively to PCET 2.0 participants.
 - c. 2 FTE Intensive Case Managers dedicated exclusively to PCET 2.0
 - d. 1 FTE Peer Mentor (Certified Peer Support Specialist)
 - e. 1 FTE Integrated Decision Team Facilitator dedicated exclusively to PCET 2.0
 - f. .45 FTE APRN Psychiatric Nurse

B. Program Services and Procedures

1. CONTRACTOR shall draft and maintain PCET 2.0 policies and procedures to describe service delivery, staffing structure with equivalencies, and staff position descriptions to be reviewed and updated regularly to meet

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- needs of population being served. County shall review and approve Contractor's PCET 2.0 policies and procedures. If any conflict arises between this SOW and the PCET 2.0 policies and procedures, this SOW will take precedence.
2. CONTRACTOR shall assess and enroll participants to develop comprehensive, recovery-oriented treatment plans to achieve participant stabilization. CONTRACTOR shall be responsible for providing participants with intensive case management and care coordination of behavioral health care to ensure that participants receive the full scope of necessary coordinated services, identified by the recovery service plan, including physical health and social services.
 3. Recovery service plans shall include:
 - a. Housing with any indicated Activities of Daily Living (ADL)/ Independent Activities of Daily Living (IADL) skills rehabilitation;
 - b. Professional Peer Support;
 - c. Medical and Dental Care Coordination.
 - d. Illness Management & Recovery (IMR) including Medication Management and leveraging use of long-acting injectable medications as clinically appropriate;
 - e. Benefits navigation and financial literacy education as appropriate
 - f. Mental Health/Substance Use Treatment;
 - g. Psychiatric Rehabilitation such as:
 - (i) Community Integration & Social Programs (including evening/weekend)
 - (ii) Employment/Educational Supports; and
 - (iii) A focus on Transition Readiness for program Graduation; and
 4. CONTRACTOR shall lead integrated care coordination within CONTRACTOR and with other service providers to ensure participant is receiving all necessary care identified in a participant's recovery service plan to promote stability and self-sufficiency.
 5. CONTRACTOR shall conduct ongoing monitoring and multidisciplinary service reviews to ensure effective service delivery to include Integrated Decision Team (IDT) staffing every 15 days.
 6. The CONTRACTOR shall hold, at a minimum, weekly team meetings at regularly scheduled times to formalize communication and updates among program staff about ongoing treatment needs of all participants, changes in participant mental status, and coordination of PCET 2.0 activities. COUNTY may attend these meetings periodically.
 7. PCET 2.0 participants will be identified by the COUNTY. Engagement into the program will begin within five (5) days of referral and participants will be considered admitted/enrolled as of the initial intake appointment. Many of the individuals may be clients of or are entering into one of or various public systems (i.e.: jail, hospital, licensed crisis stabilization unit, emergency department, etc.).
 8. Following any participant's involvement with acute crisis care or a crisis stabilization unit, the CONTRACTOR shall conduct a review of the client-centered crisis plan with the participant to assess the effectiveness of the plan and incorporate any applicable revisions to the crisis plan or recovery service (treatment) plan shall be completed within a reasonable timeframe.

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9. Within one (1) week of participant enrollment when participants are homeless or housing insecure, CONTRACTOR shall assess or connect participant with the appropriate provider to complete the assessment to access Coordinated Entry utilizing the identified assessment tool as required by the Pinellas Continuum of Care and the Homeless Leadership Alliance.
10. To optimize client-level rehabilitation and transition success, recovery service (treatment) plans shall receive a multidisciplinary review as participant needs or goals change but no less than every six (6) months to assess service plan completion and future recovery-oriented treatment goals.
 - a. A participant's discharge (graduation) readiness shall be informed by the completion of recovery-plan goals, clinical judgement, and processed and presented in accordance with the Transition Readiness Scale (TRS) tool, in Attachment 2. All recovery service (treatment) plan development/reviews and transition readiness shall be completed in collaboration with the participant and agreed upon by the multidisciplinary treatment team, minimally to include the peer mentor (advocate), case manager, clinician, participant, prescriber, and any additional individual at the request of the participant. It is anticipated that participants will receive PCET 2.0 intensive case management services over multiple review periods in addition to ongoing services provided through other public funding streams and community programs for which the participant qualifies.
 - b. Behavioral health services may be continued, as needed, and/or in a step-down approach to ensure stabilization and a proper transition throughout discharge (graduation) to more integrated levels of care.
11. CONTRACTOR will work with system partners to locate participants for engagement in intensive case management services to prevent crisis and promote stability.
 - a. Formal and informal collaborations with community partners and the CONTRACTOR will optimize access to housing, financial assistance, medical care, and vocational assistance for participants. Homeless participants will be connected to critical financial benefits and services that help stabilize and promote health and recovery.

II. OBJECTIVES AND DELIVERABLES**A. Reporting, Meetings, and Monitoring****1. Monthly Data Reporting**

- a. The CONTRACTOR agrees to submit monthly program data reports to the COUNTY, consistent with the data elements, collection standards, and performance measures found in Attachment 1 for the ODS and additional metrics as listed below. The COUNTY reserves the right to amend these data elements, performance measures, or reports as necessary to ensure that the overall programmatic purpose is demonstrated, quantified, and achieved. The report formats shall be prescribed and provided by the COUNTY in collaboration with the CONTRACTOR and as approved by the COUNTY.
- b. Program data shall be submitted to the COUNTY no later than fifteen (15) days following the end of the month. Where no activity or program costs were incurred within a reporting period, the CONTRACTOR shall provide a written explanation for non-activity during the reporting period, and no payments will be due and/or reimbursed except those costs reasonably incurred at the discretion of the COUNTY.
- c. Monthly Program Report Metrics

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- i. CONTRACTOR is responsible for providing data elements necessary to establish the goals below, COUNTY recognizes some results may require data outside of the CONTRACTOR's scope, those results are noted by an asterisk (*). Individual metrics and goals as defined below are intended to gauge program effectiveness, participant service needs, and the overarching system of care.
- ii. Short-term Goals:
 - (A) Number of participants and time frames in which participants receive housing
 - (B) Participants that are homeless or housing insecure shall be connected to and/or assessed for Coordinated Entry within one week, utilizing the identified assessment tool as required by the Pinellas Continuum of Care and/or the Homeless Leadership Alliance.
 - (C) Participants receiving a trauma-informed assessment within one week of entry
 - (D) Participants receiving a crisis management plan within one week of trauma-informed assessment
 - (E) Participants receiving service plans within one week of trauma-informed assessment
 - (F) Participants receiving a recovery service (treatment) plan that is informed by assessments
- iii. Long-term Goals:
 - (A) Participants who have successfully graduated from PCET 2.0
 - (B) Participants stabilized in the community, as evidenced by completion of service plan goals
 - (C) Participants in permanent/permanently supported housing longer than six (6) months, recognizing the current housing climate and barriers to access
 - (D) Participants arrest-free, Baker Act-free, and/or detox-free greater than six (6) months, this is intended to gauge participant access to the System of Care and relapses in symptoms or substance use would not be included in this metric
 - (E) Participants hospital-free greater than six (6) months (for psychiatric-related illness)
 - (F) Participants stable in community/self-sufficient (e.g., receiving benefits, productive, employed etc.)
 - (G) Improvements in psychiatric symptoms as evidenced by routine clinical assessments, may include reductions in substance use (frequency, types, amount, methods, or other).
- iv. Performance Measures:
 - (A) Reduction in number of participants arrested compared to baseline*
 - (B) Reduction in number of participants involuntarily examined (Baker Acted) compared to baseline*
 - (C) Reduction in number of participant's preventable hospitalizations compared to baseline*
 - (D) Reduction in number of participants with emergency room visits compared to baseline*
 - (E) Reduction in the number of participants with EMS service encounters compared to baseline*
 - (F) Increase in number of eligible participants enrolled in training/skills programs compared to baseline of eligible participants
 - (G) Increase in the number of primary care and dental health services compared to baseline
 - (H) Increase in number of participants submitting application for benefits.

2. Program Meetings

- a. CONTRACTOR shall hold regular meetings with COUNTY, as needed, to update COUNTY on participant

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progress, Program operations, lessons learned and encountered barriers.

i. Meetings shall include discussions on accrual of Program Generated Income (PGI) to determine most impactful reinvestment of PGI given ongoing needs of Program participants.

b. CONTRACTOR shall hold and/or provide updates at community meetings with System of Care (SOC) partners/service providers to engage SOC providers and ensure care coordination of PCET 2.0 participants. Meetings should enhance community partnerships to bolster care coordination for PCET 2.0 participants and the SOC as a whole.

3. Monitoring

a. CONTRACTOR will comply with the COUNTY and departmental policies and procedures.

b. CONTRACTOR will cooperate in monitoring site visits including, but not limited to, review of staff, fiscal and participant records, attendance to interdisciplinary team meetings, programmatic documents, and will provide related information at any reasonable time.

c. CONTRACTOR will submit other reports and information in such formats and at such times as may be prescribed by the COUNTY.

d. CONTRACTOR 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 within ten (10) days of the CONTRACTOR's receipt of the monitoring report.

e. If the CONTRACTOR receives licensing and accreditation reviews, each review will be submitted to the COUNTY within ten (10) days of receipt by the CONTRACTOR.

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 Contractor in lieu of reports customarily required by the COUNTY.

B. Compensation, and Invoicing

1. Term

a. The term of this Agreement commences in accordance with Section 5, Term of Agreement, subsection A and shall expire on September 30, 2025. Following the commencement of this Agreement, reimbursement for service and costs rendered by the CONTRACTOR on or after October 1, 2022, may be invoiced.

b. Following the first 12 months of services COUNTY reserves the right to assess CONTRACTOR and Program progress to renegotiate and/or modify process, policies, services, and staffing.

c. Parties reserve the right to renew this agreement for up to one (1) additional two (2)-year term, which shall be mutually agreed upon in writing by the Parties.

2. Compensation

a. COUNTY shall reimburse the CONTRACTOR for PCET 2.0 staff, services, supplies, and operational costs in amount not to exceed \$647,500.00 per fiscal year as follows:

i. An amount not to exceed \$615,000.00 for program staff, services, supplies, and operational costs;

ii. In year 1 of PCET 2.0, an amount not to exceed \$32,500 for start-up costs including supplies and

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operational costs; and

iii. In years 2 and 3, an amount not to exceed \$32,500 for performance-based incentives on submission of ODS as follows:

(A) Year 2 incentive will be earned upon successful submissions of ODS data set.

(B) Year 3 incentive will be earned upon submission of ODS and a percentage increase over the baseline submission, informed/determined by ODS data submission in Year 2.

3. Invoices

a. General

i. 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 CONTRACTOR representative, and accompanied by documentation including the cost of services provided, invoices, receipts, and/or copies of time slips or pay stubs which verify the services for which reimbursement is sought, as applicable and required by the COUNTY.

ii. Following the first program year, COUNTY in agreement with CONTRACTOR may implement an all-inclusive fee for the program year consisting of an invoice of one twelfth (1/12) reimbursement of the annual salary and operational costs budget amount monthly, signed by the authorized CONTRACTOR Representative and accompanied by Time and Effort reports demonstrating the number of FTE positions outlined in this Statement of Work have been met.

(A) If implemented, CONTRACTOR shall work to fill all positions with 45 days of staff departure. Any failure to fill a vacant position may lead to a prorated reduction in the monthly contract reimbursement based upon the position salary at the sole discretion of the Human Services Director or their designee, until such time that the position is refilled.

iii. Invoices shall be sent electronically to the Contract Manager on a monthly basis within thirty (30) days of the end of each month. Invoicing due dates may be shortened as necessary to meet fiscal year deadlines or grant requirements.

iv. COUNTY shall not reimburse the CONTRACTOR for any expenditures in excess of the amount budgeted without prior approval or notification.

v. COUNTY shall reimburse to the CONTRACTOR 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 for unvalidated amount and/or short pay the undisputed payment amount until such time as the COUNTY accepts the remedied documentation and/or reports.

vi. 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.

vii. 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.

b. Program Income

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- i. CONTRACTOR 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.
CONTRACTOR shall work in collaboration with the COUNTY to determine how to reinvest program income back into the program, as approved by the COUNTY if agreement as to reinvestment of PGI is not reached the CONTRACTOR shall deduct the program income from reimbursement requests.
CONTRACTOR shall provide COUNTY with program income policy as applicable.

C. Agreement Terms and Conditions**1. Housing First and Coordinated Entry.**

- a. CONTRACTOR will support the Housing First philosophy and participate in coordinated entry as established and implemented by the local Continuum of Care (CoC).
- b. CONTRACTOR will operate from a low-barrier model, as defined as homeless assistance that prioritizes rapid placement and stabilization in permanent housing and does not have service participation requirements or preconditions such as sobriety or a minimum income threshold and includes the minimum components: 1) removing barriers to entry; 2) establishing a coordinated entry system; 3) practicing client-centered service delivery; 4) prioritizing households most in need; and 5) ensuring inclusive decision-making.
- c. CONTRACTOR agrees to provide the COUNTY with an annual Housing First/Low Barrier Questionnaire as adopted by the HLA at the start of each contract period.
- d. CONTRACTOR agrees to demonstrate status and efforts of the Housing First model upon request by the COUNTY.

2. Pinellas Homeless Management Information System (PHMIS).

If applicable, CONTRACTOR agrees to participate in and enter information into the Pinellas Homeless Management Information System (PHMIS) administered by the HLA, or similar system as required by the CoC. CONTRACTOR shall assess or connect participant with the appropriate provider to complete the assessment to access Coordinated Entry utilizing the identified assessment tool as required by the Pinellas Continuum of Care and the Homeless Leadership Alliance.

3. 211 Tampa Bay Cares Database.

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

- a. List new or updated program data in the 211 Tampa Bay Cares, Inc. (211) online database.
- b. Provide 211 with regular updates for program eligibility criteria, capacity, and availability.
- c. The COUNTY may request documentation that verifies compliance with this Section.

4. HIPAA, Information Sharing, and Care Coordination

- a. The CONTRACTOR understands and agrees that the COUNTY, as a political subdivision of the State of Florida, is a governmental entity that provides for health and welfare programs (Fla Stat. 125.01) and that the COUNTY is a Covered Entity as a payor of health care as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 45 CFR 160.103.
- b. The CONTRACTOR is a HIPAA Covered Entity in addition to serving as a Business Associate of the COUNTY, and agrees to use and disclose Protected Health Information in compliance with the Standards

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- for Privacy, Security and Breach Notification of Individually Identifiable Health Information (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and the CONTRACTOR shall disclose any policies, rules or regulations enforcing these provisions upon request.
- c. The CONTRACTOR, as the Business Associate, shall make available to the COUNTY any/all records pertaining to rendered services funded in total or in part by the COUNTY for the purposes of coordinating medical and behavioral health care treatment services, performing quality assurance reviews of services rendered by the CONTRACTOR, and conducting financial and program operational audits. The CONTRACTOR shall comply with requests from the COUNTY for access to requested information, including protected health information, within a timely manner and without restriction. The CONTRACTOR agrees that the COUNTY retains the specific right of access to all treatment records, plans, reviews, and essentially similar materials that relate to the services provided to clients/consumers under the terms of this Agreement. The COUNTY shall be entitled to make and retain possession of copies of any treatment plans, records, reviews and essentially similar materials which relate to the services provided to PCET 2.0 clients/consumers under the terms of this Agreement and the CONTRACTOR shall not restrict the COUNTY from such possession.
- d. The CONTRACTOR shall, at client admission and within 60 days of any update, provide to and attempt to obtain a signature from the client acknowledging receipt of CONTRACTOR'S Notice of Privacy Practices, in accordance with 45 CFR Part 164.520.
- e. Upon request, the CONTRACTOR shall provide clients their individual client medical records for inspection and copying in accordance with 45 CFR Part 164.524.
- f. The CONTRACTOR shall develop Data Sharing Agreements and Business Associate Agreements with local behavioral health providers, as necessary, to facilitate the exchange of health information and coordinate client care. The CONTRACTOR shall identify and provide an CONTRACTOR point of contact to local crisis-stabilization units (CSU) to minimize the amount of time their client spends in a CSU and to optimize care coordination.
- g. CONTRACTOR shall ensure that clients complete releases of information (ROI) upon client admission and no less than annually to facilitate care coordination. The CONTRACTOR shall use and promote the use of a standard, community-wide Patient Authorization for Disclosure of Health Information - Multiparty Release of Information Form, upon request. The release covers general medical as well as Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), psychiatric, psychological, substance abuse information from medical record(s) in accordance with Florida Statutes 394.459, 381.004, 395.3025, and 90.503; 42 CFR, Part 2; and the Health Insurance Portability and Accountability act of 1996 (HIPAA) 45 CFR parts 160 and 164.
5. Optimal Data Set (ODS).

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In 2019, the COUNTY initiated a review of the behavioral health system of care. Community stakeholders convened to develop an optimal data set (ODS) to assist in identifying gaps and challenges and to support system planning and decision making. In support of the ODS and optimizing the behavioral health system of care in Pinellas County, the CONTRACTOR agrees to provide on a monthly basis the data elements incorporated by reference hereto and attached as Attachment 1, as applicable. Data shall be submitted in an electronic format to the COUNTY within 30 days of the end of the month. These elements are subject to change as additional ODS elements and key performance indicators are developed in support of the system of care. Additionally, the CONTRACTOR agrees to actively participate in the ongoing development and updating of the ODS, key performance indicators, dashboard and data reviews, and behavioral health system improvement discussions.

6. Coordinated Access Model (CAM).

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

7. Data Collaborative.

In the fall of 1999, the Pinellas County Data Collaborative was established pursuant to Chapter 163.62 Florida Statute, which allows governmental and certain private agencies to share information. As a recipient of governmental funding, the CONTRACTOR agrees to participate in efforts to support the data collaborative, share data and allow for data submitted under this agreement to be shared with the data collaborative, and provide additional program and other information in an electronic format to the COUNTY for the sole purpose of data collection, research and policy development. The CONTRACTOR may also be required to execute Data Sharing Agreements with other mutually agreed upon community partners to facilitate information sharing for the Data Collaborative referenced in this section.

8. Documentation.

- a. CONTRACTOR shall maintain and provide the following documents upon request by the COUNTY within three (3) business days of receiving the request, as applicable:
 - i. Articles of Incorporation
 - ii. CONTRACTOR By-Laws
 - iii. Past twelve (12) months of financial statements and receipts
 - iv. Membership list of governing board
 - v. All legally required licenses

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- vi. Latest Contractor financial audit and management letter
- vii. Biographical data on the CONTRACTOR chief executive and program director
- viii. Equal Employment Opportunity Program
- ix. Inventory system – (equipment records)
- x. IRS Status Certification/501 (c) (3)
- xi. Current job descriptions for staff positions and CONTRACTOR Organizational Chart
- xii. Match documentation

9. Emergency, Disaster, or Critical Event Response.

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

- a. CONTRACTOR 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. CONTRACTOR 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.
- c. COUNTY agrees to continue funding this Agreement for a period of at least sixty (60) days after a disaster has been declared, provided the program 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. COUNTY will seek to leverage the contracted skills and services of the CONTRACTOR, as appropriate or applicable; however, other duties may be assigned as required by the COUNTY for response, in line with availability of funding under this Agreement. This may include reassignment of COUNTY funded staff and resources under the agreement or other dedicated CONTRACTOR assistance to aid with community response.
- e. Cooperative plans regarding preparedness and emergency event operations will be developed and maintained by the COUNTY and the CONTRACTOR 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 the CONTRACTOR will discuss community impacts and decide how best to meet the community's response. Along with immediate response, the CONTRACTOR 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 the CONTRACTOR is unable to perform contracted services or unwilling to perform duties as described in this Section, payments may be withheld at the direction of the Director of Human Services until operations continue.
- g. CONTRACTOR will track and maintain detailed operational records when activated.

10. Amendment/Modification.

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In addition to applicable federal, state and local statutes and regulations, this Agreement expresses the entire understanding of the parties concerning the matters covered herein. Unless specifically indicated herein, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved by the parties. Budget or operational modifications that do not result in an increase of funding, change the underlying public purpose of this Agreement or otherwise amend the terms of this Agreement shall be submitted in the format prescribed and provided by the COUNTY which is attached hereto and incorporated herein as Attachment 3.

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EXHIBIT B - INSURANCE REQUIREMENTS**1. LIMITATIONS ON LIABILITY**

By submitting a Proposal, the Agency acknowledges and agrees that the services will be provided without any limitation on the Agency's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Agency's liability to any specified amount in the performance of the services. The Agency shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. The Agency is deemed to have accepted and agreed to provide the services without any limitation on the Agency's liability that the Agency does not take exception to in its response. Notwithstanding any exceptions by the Agency, the County reserves the right to declare its prohibition on any limitation on the Agency's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on the Agency's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

2. INDEMNIFICATION

Proposer 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; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

3. INSURANCE:

The Agency must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Agency shall obtain and maintain, and require any sub-Agencys to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Agency shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. 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.

- A. Submittals should include the Agency's current Certificate(s) of Insurance. If Agency does not currently meet insurance requirements, Agency shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Agency for award, the selected Agency shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- B. Approval by the County of any Certificate(s) 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(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized Agency of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Agency or their agent prior to the expiration date.

- 1) The Agency shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Agency

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from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Agency of this requirement to provide notice.

- 2) Should the Agency, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

- D. If subcontracting is allowed under this RFP, the Primary Agency 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 Sub-Agency 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 Sub-Agency; 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 the Agency and its Sub-Agency shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall

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

- E. 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 the County.
- 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 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) All policies shall be written on a primary, non-contributory basis.

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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) **Workers' Compensation Insurance:** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein

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

If Licensee/Agency/Agency is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance:** including, but not limited to, Independent Agency, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No exclusions for physical abuse or sexual molestation allowed.

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

- 3) **Business Automobile or Trucker's/Garage Liability Insurance** covering owned, hired, and non-owned vehicles. If the Proposer 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 Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$ 1,000,000

- 4) **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.

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- 5) **Professional Liability (Technology 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”, Proposer may submit annually to the County, 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
General Aggregate	\$1,000,000

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.

- 6) **Property Insurance:** Proposer will be responsible for all damage to its own property, equipment and/or materials.

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EXHIBIT C - PAYMENT SCHEDULE

FY 22-23 Annual Budget Report Human Services and Justice Coordination			
Agency Name:	Directions for Living	Total Agency Budget:	
Contact Person and Title:	Wendy Merson, CFO	Total Program Budget:	
Agency Remit Address	1437 S. Belcher Rd, Clearwater, FL 33764	Phone:	727-524-4464
Program Name: PCET			

CATEGORY	TOTAL ALLOCATION	Approx. FTE Quantity	
PERSONNEL EXPENSES			
1 Supervisor	\$ 63,800	1.00	INSTRUCTIONS: For personnel expenses, please select employee position from the drop down menu for staff that are funded in part or whole by County Dollars. Then, enter the total allocation to each staff type, including fringe. Lastly, select the full-time equivalent (FTE) for each position type. If you intend to invoice benefits/fringe as a separate, totaled line item, then please list them separately here.
2 Counselor II	\$ 118,800	2.00	
3 Intensive Case Manager	\$ 105,600	2.00	
4 Peer mentor	\$ 33,000	1.00	
5 IDT	\$ 46,500	1.00	
6 APRN Psych nurse	\$ 61,875	0.45	
7 Fringe Benefits	\$ 92,499		
8			
9			
10			
11			
12			
13	\$		
Personnel Expenses TOTAL:	\$ 522,074	7.45	
OPERATIONAL EXPENSES			
10 Travel	\$ 11,288		INSTRUCTIONS: Operational expenses include any expenses other than employee/staff salaries and fringe. Administrative costs should be allocated among the categories provided. If any agency cost does not fit into the categories provided, please select "Other" and explain the costs in the Budget Narrative. Descriptions and examples of each category are provided in the Budget Narrative.
11 Insurance	\$ 10,817		
12 Telephones	\$ 5,275		
13 Electronic Health Record	\$ 8,046		
14 Startup Costs	\$ 32,500		
15 Administrative Costs	\$ 57,500		
16			
17	\$		
18			
19	\$		
20	\$		
21	\$		
22	\$		
Operational Expenses TOTAL:	\$ 125,426	0.00	
Program Income	\$		
PROGRAM TOTAL:	647,500	0.00	

HUMAN SERVICES OFFICE USE ONLY (Revised 9-10-18):	
Contract Manager Approval: _____	Registrar ID: _____
Finance Approval: _____	Effective Dates: _____

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FY 22-23 Operational Narrative

<u>Line Number</u>	<u>Category</u>	<u>Line Item</u>	<u>Amount</u>	<u>Narrative</u>
<i>Example</i>	<i>Operational Expense</i>	<i>Professional Fees/Licenses</i>	<i>\$4,000</i>	<i>\$2000- contracted accountant for monthly accounting through OneSource, Inc., which includes accounts receivable, payable, and account balancing. \$1500 for Payroll Processing through Paychex and \$500 for National Accreditation Membership.</i>
1	Personnel Expense	Program Manager/Supervisor	\$63,800.00	1 FTE
2	Personnel Expense	Other	\$118,800.00	2 FTE - Counselor II
3	Personnel Expense	Case Manager/Outreach	\$105,600.00	2 FTE - Intensive Case Manager
4	Personnel Expense	Other	\$33,000.00	1 FTE - Peer Mentor
5	Personnel Expense	Other	\$46,500.00	1 FTE - IDT Facilitator
6	Personnel Expense	Other	\$61,875.00	.45 FTW - APRN Psych Nurse
7	Personnel Expense	Fringe	\$92,499.00	Fringe Benefits
8	Operational Expense	Transportation	\$11,288.00	
9	Operational Expense	Insurance	\$10,817.00	
10	Operational Expense	Communications	\$5,275.00	staff phones
11	Operational Expense	Professional Fees/Licenses	\$8,046.00	Electronic Health Record
12	Operational Expense	Other	\$32,500.00	Start-up Costs
13	Operational Expense	Other	\$57,500.00	10% Administrative Costs
14				

AGREEMENT**EXHIBIT D - PAYMENT/INVOICES****PAYMENT/INVOICES:**

CONTRACTOR shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The County may dispute any payments invoiced by CONTRACTOR in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Contractor Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at (www.pinellascounty.org/purchase).

AGREEMENT**EXHIBIT E - DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within 10 days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 1. Requesting department for this purpose is defined as the County department for whom the work is performed.
 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 60 days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the 60 days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue 15 days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

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Attachment 1

OPTIMAL DATA SET

A. Optimal Data Set (ODS) Individual Elements

COUNTY will work with **CONTRACTOR** to onboard reporting and identify available ODS elements in **CONTRACTOR's** current file/record keeping system in a collaborative process. All elements shall be collected in compliance with HIPAA and 42 C.F.R. and elements below may be modified, as appropriate and at discretion of the COUNTY, in compliance with those laws. Items with an asterisk (*) are recognized to be system issues that may not be reportable by the **CONTRACTOR**.

1. ID number associated with each Provider
2. Name of each Provider
3. Month and Year of data collection
4. The number of active case managers (by FTE) available to provide case management service for the reporting periods
5. The number of clients (range) the staffing pattern can support at any given time
6. ID number associated with each patient and/or ID number as deidentified for ODS submission
7. Sex of patient
8. Date of birth of patient and/or age range, birth year, or age, as appropriate
9. Age of patient and/or age, as appropriate and in compliance with HIPAA
10. Housing status of patient
11. Zip code of patient, as appropriate and in compliance with HIPAA
12. Race of patient
13. Language preference of patient
14. Employment type of patient
15. Military veteran status of patient
16. ID number associated with a referral of a patient
17. Date of referral of patient
18. ID number associated with each patient and/or ID number as deidentified for ODS submission
19. Current Status of patient's referral
20. Person or place in which the referral of the patient originated
21. The level of emergency needed for the patient
22. ID number associated with each Provider as assigned by **COUNTY**
23. Is the patient known to the crisis stabilization unit (CSU)?*
24. Date of last CSU interaction of the patient*
25. Has the patient been readmitted to a CSU within 90 days of discharge from a CSU*
26. Does the patient have an arrest history prior to service initiation?*
27. Name of the case manager for the patient
28. Date client's referral is closed(not admitted).
29. Date of first point of contact (FPOC) with patient
30. Days elapsed between the assessment date and the FPOC date
31. Hours elapsed between the assessment date and the FPOC date
32. Date of assessment for patient
33. Days elapsed between the assessment date and the referral date
34. Status of patient if declined or not declined
35. Does the patient have a history of substance use?*

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36. Does the patient have a history of mental illness?*
37. Was the patient court ordered to seek treatment?
38. Functional Assessment Rating Scale (FARS) Score of patient at initial assessment
39. What functioning tool was used for the patient; FARS or Global Appraisal of Individual Needs Short Screener (GAIN-SS)?
40. Date of initial FARS assessment of patient
41. Substance use score of patient at admission
42. Date of service initiation for the patient
43. Total amount of service days that client receives
44. Correlated ICD10 code for patient
45. Date that patient was housed
46. Has the patient received a Baker Act prior to treatment?*
47. Date of the 5th case management session that the patient attended
48. Number of hours spent in face-to-face contact or direct telephone or video conference with an individual receiving services or a collateral contact per client.
49. Does the patient have a readmission within 28 days to acute mental health and addiction services inpatient unit(s) for clients engaged in case management services?*
50. Date of last release from inpatient services*
51. Date of patient's last entrance into hospitalization*
52. Date of patient's last discharge from hospitalization*
53. FARS Score of patient at discharge
54. Date of FARS exam at discharge
55. Reason for patient discharge
56. Patient's housing status at discharge
57. Patient's employment status at discharge
58. Did the patient complete a Department of Children and Families (DCF) survey? Patient's DCF Survey Score and/or equivalent survey as identified by **CONTRACTOR** and approved by **COUNTY***
59. Patient's substance use score at discharge
60. Did the patient acquire any arrest history between service initiation and discharge?*

B. Key Performance Indicators (KPIs)

KPIs below are for **CONTRACTOR's** information only and will be calculated by the **COUNTY** utilizing the ODS elements listed above, as submitted by the **CONTRACTOR**.

Optimal Data Set Key Performance Indicator Calculations			
Indicator	Indicator ID	Indicator	Calculation
Access	A01	Wait time from referral to first point of contact / initial screening	date of referral sent (-) date of first point of contact
Access	A02	Wait time from first point of contact / screening to assessment	date of assessment in calendar days(-)date of first point of contact

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Access	A03	Wait time from assessment to case management program referral	date of case management program referral in calendar days(-)date of assessment
Access	A04	Wait time from case management program referral to case management service initiation.	date of case management service initiation(-)date of case management program referral
Access	A05	Percentage of unique clients seen within 48 hours for an urgent referral	$[(\text{Sum Total clients if date of service initiation(-)date of referral is } < \text{ than 48 hours and marked "urgent"}) / (\text{Total "urgent" clients})] * 100$
Access	A06	Percentage of unique clients assessed for case management services within 14 days from referral	$[(\text{Sum Total clients if date of assessment(-)date of referral is } < \text{ than 14 days}) / (\text{Total clients referred})] * 100$
Access	A07	Percentage of unique clients waiting more than two weeks for case management service initiation	$[(\text{Sum Total clients if date of case management program referral(-)date of case management service initiation is } > \text{ than 14 days}) / (\text{Total clients referred})] * 100$
Access	A08	Number of individuals waiting for access to case management service	Sum of total clients if referral status is: awaiting contact, awaiting screening/assessment, awaiting service initiation; and clients declined for service where reason is "program at capacity, no wait list"
Access	A09	Percentage of clients seen for services within 7-days after hospitalization for Mental Illness and/ or addictions who are receiving case management	$[(\text{Sum Total clients if receiving case management services who are seen } \leq 7 \text{ days post hospitalization}) / (\text{Total clients receiving case management services who are hospitalized for mental illness and/or addictions})] * 100$
Access	A10	Number of clients declined for service, (Includes: Reason client would be declined for service)	Total number of clients that have been declined for case management service
Outputs	O01	Number of clients referred	Sum of clients where "Referral Source" is any value

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Capacity	C01	Number of case managers by FTE	Sum of case manager FTEs providing case management services
Capacity	C02	Caseload per case manager	Sum of clients receiving case management services / total sum of case manager FTEs
Capacity	C03	Site Caseload	Total active number of case managers (by FTE) providing case management services (*) program's case manager to client ratio
Quality	Q01	Percent of adults with severe and persistent mental illness who live in a stable housing environment	$[(\text{Sum if total clients are "housed"}) / (\text{distinct count of clients})] * 100$
Quality	Q02	Percent of adults with substance abuse who live in a stable housing environment at the time of discharge.	$[(\text{Sum if total clients are "housed"}) / (\text{distinct count of clients})] * 100$
Quality	Q03	Average length of time (days) experiencing homelessness (individual/ family) from admission to case management program	$[(\text{Sum of: date case management services initiated}(-)\text{date client housed}) / (\text{total clients where resident status at initiation is "homeless"})]$
Quality	Q04	Percent of individuals discharged who will not be readmitted to a crisis stabilization unit within 90 days of discharge.	$[(\text{Sum if clients who have a history of admission to the CSU who are not re-admitted within 90 days}) / (\text{Total number of clients who have a history of admission to the CSU})] * 100$
Quality	Q05	28 Day Readmission Rate to Acute Mental Health and Addiction Services Inpatient Unit(s) for consumers in active Case Management Services	$[(\text{Total number of clients engaged in case management re-admitted to acute mental health and addiction services inpatient units } \leq 28 \text{ days of discharge from inpatient unit}) / (\text{Total number of clients discharged from acute mental health and addiction services inpatient who are in active case management})] * 100$
Quality	Q06	Decrease in Baker Act exams for those engaged in Case Management Services	Sum of clients where "Client Baker Act status" is "Yes" while engaged in a case management program in a specified time period

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Quality	Q07	Percentage of clients in Case Management Services that attend a 4th or 5th session	$[(\text{Total sum of clients attending a 4th and 5th case management session}) / (\text{Total sum clients where 4th and 5th case management session dates have elapsed})] * 100$
Quality	Q08	Average rating on the Social Connectedness Domain	$[(\text{Total sum of ratings on the Social Connectedness Domain}) / (\text{Total number of clients responding to survey})]$
Quality	Q09	Discharge Type (how many Successful, how many negative, how many admin and how many neutral dc's)	Successful Discharge: Sum("Successfully completed treatment/services") Negative Discharge: Sum("Did not complete treatment - Voluntary/Involuntary", "Incarcerated", "Transferred to State Mental Health Treatment Facility") Administrative Discharge: Sum("Did not complete treatment, service non-adherence") Neutral Discharge: Sum("Client moved out of the service area")
Quality	Q10	Improvement in client functioning (FARS scale)	Subtract total score for most recent update or discharge FARS from the ADMISSION total score[E.g., Admission = 100, current = 75. $100 - 75 = 25 = \text{improvement}$] $[(\text{number of persons where the result is greater than zero}) / (\text{number of persons evaluated})] * 100[\text{paired t test}]$
Quality	Q11	Satisfaction Surveys (DCF)	Sum of clients reporting "Yes" to completing the DCF Satisfaction Survey
Quality	Q12	Percent change in the number of adults arrested 30 days prior to admission versus 30 days prior to discharge	$(\text{number of clients with arrests following discharge} - \text{number with arrests prior to admission}) / (\text{number of clients with arrests prior to admission}) * 100$
Quality	Q13	Percentage change in clients who are employed from admission to discharge	$[(\text{distinct count of persons served when the employment status is (active military, USA; full time, unpaid family workers, part time)}) / (\text{distinct count of persons served when the employment status is (active military, USA; full time, unpaid family workers, part time, unemployed})] * 100$
Quality	Q14	Percent increase in those reporting a reduction (frequency, amount, or types) of alcohol and substance use from admission to discharge.	$[(\text{Total number of clients where scoring on the Substance Use/Disorder domain is lower at discharge than admission}) / (\text{Total number of clients reporting alcohol and substance use at admission})] * 100$
Quality	Q15	Average number of hours spent in face-to-face or direct	$[(\text{Sum of the total hours spent in face-to-face contact or direct telephone or video conference with clients (or collateral contact) enrolled in case}) / (\text{Total number of clients enrolled in case})]$

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		telephone contact with an individual receiving services or a collateral contact per client	management services in a specified reporting period) / (Total number of clients enrolled in a case management program)
--	--	--	--

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Attachment 2

***The Assertive Community
Treatment Transition Readiness
Scale[©]
User's Manual¹***

Gary S. Cuddeback, Ph.D.

¹ This project was supported by funding from the Ohio Department of Mental Health and The Health Foundation of Greater Cincinnati. Correspondence regarding this manual should be addressed to Gary S. Cuddeback, Ph.D., University of North Carolina at Chapel Hill, 325 Pittsboro Street, CB#3550, Chapel Hill, NC, 27599, 919.962.4363, cuddeback@mail.schsr.unc.edu.

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CHAPTER 1: INTRODUCTION

Chapter Overview

This is the user's manual for the Assertive Community Treatment Transition Readiness Scale®, or ATR®, for short. **It is highly recommended that you read this manual carefully and thoroughly before using the ATR®.** The ATR® is an 18-item paper-and-pencil measure that was developed to help assertive community treatment (ACT) teams identify ACT consumers who might be ready to transition from ACT to less intensive services. In this Chapter, I will provide a brief overview of the published research literature about transitions from ACT. Next, I will discuss the importance of and need for standardized measures to help ACT teams identify consumers who might be ready to transition to less intensive services. Then, I will briefly describe the development of the ATR®. Next, I will discuss some of the advantages of using the ATR®. I will conclude Chapter 1 with a discussion of how the ATR® should not be used. First, I will begin by introducing key terms that will be used throughout this manual.

Definition of Terms

A number of key terms will be used throughout this manual. These are defined below.

Assertive Community Treatment – ACT is an evidence-based practice for persons with severe and persistent mental illness.

ACT staff – ACT staff members can include but are not limited to case managers, social workers, therapists, nurses, psychiatrists, substance abuse specialists, housing specialists, benefit specialists, and peer support specialists.

ACT consumer – ACT consumer refers to persons with severe and persistent mental illness who are receiving ACT services.

Transition – Transition refers to a planned transition from ACT to less intensive services.

Transition readiness – Transition readiness refers to the potential for an ACT consumer to transition from ACT to less intensive services without experiencing deterioration in functioning or undesirable outcomes, such as hospitalization or incarceration.

Less intensive services – The term less intensive services is used throughout this manual to describe services that are less intense and/or frequent than ACT. These services may be called usual care, traditional case management, or community support in your community.

Literature Review

Assertive community treatment (ACT) is an evidence-based practice for persons with severe and persistent mental illness and is characterized as a multi-disciplinary, team-based approach with a small (1:10) staff-consumer ratio, 24/7 hour availability, aggressive outreach and engagement, which delivers a wide array of psychosocial interventions.² ACT targets the most profoundly ill among persons with severe mental illness and it was originally conceptualized that those who needed ACT would need ACT for life.³ However, this ACT-for-life perspective is

² Bond, G. R., Drake, R. E., Mueser, K. T., & Latimer, E. (2001). Assertive community treatment for people with severe mental illness: Critical ingredients and impact on patients. *Disease Management & Health Outcomes*, 9(3), 141-159.

³ Stein, L. I., & Test, M. A. (1980). Alternative to mental hospital treatment. *Archives of General Psychiatry*, 37, 392-397.

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contrary to what we know today about recovery from mental illness and presents a considerable challenge because once a team reaches capacity it is no longer a resource to the community.^{4,5} This is a significant problem because in most communities ACT capacity does not meet demand and many persons who could benefit from ACT are denied access.⁶ Many teams solve this capacity-demand problem by transitioning consumers to less intensive services.

Only a handful of studies have examined the transitions of persons with severe mental illness from ACT to less intensive services. Several experimental studies suggest consumers should not be transitioned from ACT. For example, in Stein and Test's original study of ACT, within 14 months of transition to usual care former ACT consumers who were randomly assigned to transition to less intensive services had reverted to their pre-ACT functioning and hospitalization patterns.⁷ Another study found a 67% increase in hospital days among consumers who were randomly assigned to be transitioned to standard case management. A third study found an increase in hospitalizations and loss in clinical gains among consumers who were randomly selected to have intensive home-based, ACT-like care withdrawn.^{8,9}

Other studies, albeit with weaker designs, suggest ACT consumers can be transitioned to less intensive services. For example, in a retrospective record review, transitioned ACT consumers had better outcomes compared to consumers who were not transitioned; however, those who were transitioned were higher functioning prior to transition than those who remained on ACT.¹⁰ Further, two quasi-experimental studies compared housing outcomes among consumers who received time-limited intensive case management and consumers who received usual care and found that time-limited intensive case management had sustained effects on housing; however, effects on hospitalizations and other indicators were omitted.^{11,12}

The Need for Standardized Measures to Assess Transition Readiness

The evidence about transitions from ACT to less intensive services is mixed and a number of gaps in our knowledge remain, including a clear understanding of who can transition to less intensive services, to what level of less intensive services and with what outcomes. Moreover,

⁴ Davidson, L. (2003). *Living outside mental illness: qualitative studies of recovery in schizophrenia*. New York: New York University Press.

⁵ Anthony, W. (1993). Recovery from mental illness: The guiding vision of the mental health service system in the 1990s. *Psychosocial Rehabilitation Journal*, 16(4), 11-23.

⁶ Cuddeback, G. S., Morrissey, J. P., & Meyer, P. S. (2006). How many ACT teams do we need? Results from a large, urban community. *Psychiatric Services*, 57(12), 1803-1806.

⁷ Stein, L. I., & Test, M. A. (1980). Alternative to mental hospital treatment. *Archives of General Psychiatry*, 37, 392-397.

⁸ Audini, B., Marks, M., Lawrence, R.E., Connolly, J., & Watts, V. (1994). Home-based versus outpatient/inpatient care for people with serious mental illness: Phase II of a controlled study. *British Journal of Psychiatry*, 165, 204-210.

⁹ McRae, J., Higgins, M., Lyan, C., & Sherman, M. D. (1990). What happens to patients after five years of intensive case management stops? *Hospital and Community Psychiatry*, 41(2), 175-179.

¹⁰ Salyers, M. P., Masterston, T. W., Fekete, D. M., Picone, J. J., & Bond, G. R. (1998). Transferring clients from intensive case management: Impact on client functioning. *American Journal of Orthopsychiatry*, 68(2), 233-245.

¹¹ Jones, K., Colson, P. W., Holter, M. C., Lin, S., Valencia, E., Susser, E., & Wyatt, R. J. (2003). Cost-effectiveness of critical time intervention to reduce homelessness among persons with mental illness. *Psychiatric Services*, 54(6), 884-890.

¹² Susser, E., Valenica, E., Conover, S., Felix, A., Wei-Yann, T., & Wyatt, R. J. (1997). Preventing recurrent homelessness among mentally ill men: A "critical time" intervention after discharge from a shelter. *American Journal of Public Health*, 87(2), 356-262.

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there are no standardized measures designed specifically to help ACT teams identify consumers who might be ready to transition from ACT to less intensive services. This is particularly problematic given the focus on increased access to evidence-based practices in the public mental health system.¹³ The lack of standardized measures designed specifically to help ACT teams identify consumers who might be ready to transition to less intensive services is a critical barrier to progress in mental health practice, policy, and research. Here, to address this critical gap in mental health practice, policy and research, the Assertive Community Treatment Transition Readiness Scale® (ATR®) has been developed.

Development of the ATR®

The ATR® is an 18-item, paper-and-pencil measure designed to help ACT staff identify ACT consumers who might be ready to transition to less intensive services. In developing the items for the ATR®, several sources for item content were identified: (a) qualitative interviews with experienced ACT staff, (b) research on ACT transitions, and (c) similar standardized measures such as the Level of Care Utilization System for Psychiatric and Addiction Services (LOCUS).¹⁴

Consumer Characteristics Assessed by the ATR®

Care was given to constructing items on the ATR® using principles of good item construction and to writing clear instructions for completion.¹⁵ Items were written to cover the following areas: (a) psychiatric and behavioral stability; (b) hospitalization and incarceration; (c) housing stability; (d) treatment engagement; (e) medication compliance; (g) independence; (g) complexity of health and behavioral issues, including substance abuse; (h) intensity of service need; (i) benefits; (j) social support; (k) resources; (l) insight; (m) daily structure; and (n) employment.

Advantages of Using the ATR®

There are a number of advantages to using standardized measures like the ATR® along with clinical judgment and other decision-making methods. Clinical wisdom and professional judgment should and always will be an important part of identifying consumers who are ready to transition from ACT to less intensive services. However, clinical wisdom and professional judgment can be used along with high quality standardized measures to improve assessments of a consumer's readiness to transition. ***The intent here is not to replace clinical judgment but to improve clinical judgment with the addition of the ATR®.***

The ATR® has the potential to formalize and codify the transition decision-making process by providing guidance to ACT teams concerning relevant information to consider about transitions to less intensive services, and this could be particularly important for new and/or inexperienced ACT teams and staff members. Further, a standardized measure such as the ATR® has the potential to reduce subjectivity and bias inherent in clinical judgment and practice wisdom. Also, the ATR® can facilitate communication and accountability among staff within teams and between teams and their agencies through quantitative information that can be incorporated into

¹³ New Freedom Commission on Mental Health, *Achieving the Promise: Transforming Mental Health Care in America. Final Report*. DHHS Pub. No. SMA-03-3832. Rockville, MD: 2003.

¹⁴ Sowers, W., George, C., & Thompson, K. (1999). Level of Care Utilization System for Psychiatric and Addiction Services (LOCUS): A preliminary assessment of reliability and validity. *Community Mental Health Journal*, 35(6), 545-563.

¹⁵ Nunnally, J. C., & Bernstein, I. H. (2001). *Psychometric theory* (4th ed.). New York: McGraw-Hill.

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assessments and reports. The ATR[®] could be used as a clinical tool for consumer progress and case planning purposes and as an administrative and/or supervisory tool to focus treatment goals and monitor ACT team performance. Also, scores on the ATR[®] can be used by agencies and by local and state mental health authorities to develop standards about transitioning consumers from ACT. Finally, standardized measures like the ATR[®], save money and time, relative to subjective evaluations, especially when they require little training or effort to use.¹⁶

What the ATR[®] Should Not Be Used for

The ATR[®] should not be used as the sole method with which transition decisions are made. The ATR[®] should be used in concert with clinical judgment and other assessment methods to identify consumers who might be ready to transition from ACT to less intensive services. Most importantly, the ATR[®] should not be used for purposes for which it was not intended. For example, the ATR[®] should not be used to determine if a consumer needs to be hospitalized.

¹⁶ Nunnally, J. C., & Bernstein, I. H. (2001). Psychometric theory (4th ed.). New York: McGraw-Hill.

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CHAPTER 2: ATR[®] SCORING AND INTERPRETATION

Chapter Overview

Chapter 2 focuses on scoring and interpreting the ATR[®]. In this Chapter, I will provide instructions about how to score the ATR[®]. Next, I will provide guidelines about missing data and reverse-scoring items on the ATR[®]. Then, I will discuss ATR[®] total and Mean scores. I will conclude this section with a discussion of cutoff scores for the ATR[®].

Scoring the ATR[®]

The ATR[®] is an 18-item measure designed to assess the readiness of ACT consumers to transition from ACT to less intensive services. The 18 items cover the following areas:

- psychiatric and behavioral stability;
- hospitalization and incarceration;
- housing stability;
- treatment engagement;
- medication compliance;
- independence;
- complexity of health and behavioral issues;
- intensity of service need;
- benefits;
- social support;
- resources;
- insight;
- daily structure; and
- employment.

Each item is scored on a four-point response scale: strongly disagree (1), disagree (2), agree (3), strongly agree (4). For example, Item 1 reads, “He/she no longer needs intensive services.” If you strongly agree with this statement about the ACT consumer you are assessing, the consumer would receive a score of 4. If you strongly disagree with the statement, indicating the consumer still needs intensive services, the consumer would receive a score of 1 for this item. You will be provided instructions for computing Total and Mean scores later.

Reverse-scored items

Before computing Total or Mean scores, for each ACT consumer’s score the responses to four items must be reverse-scored, so that for each item a higher score indicates greater potential to transition from ACT to less intensive services. As stated above, when you complete the ATR[®] on a consumer, you will be asked to rate each consumer on a series of questions using a 4-point response scale: strongly disagree (1), disagree (2), agree (3), strongly agree (4). The items that need to be reverse-scored are as follows:

- Item 5 – He/she has been in the psychiatric hospital within the last six months.
- Item 7 – He/she has been incarcerated within the last six months.

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- Item 12 – He/she has complex needs (i.e., personality disorders, health problems, substance use).
- Item 17 – His/her behaviors have not been stable over the last six months.

For example, if you respond strongly disagree (1) on item 5 for a particular consumer, this response should be reverse scored to 4 before computing a consumer's total score or Mean. If you respond strongly agree (4) to Item 12, "He/she has complex needs (i.e., personality disorders, health problems, substance use)," you would reverse score the item to a 1 before computing a consumer's total score or Mean.

Missing Item Responses

A Total or Mean score on the ATR® should not be computed if fewer than 80% of the items are completed. That is, at least 14 of the 18 items must be completed before scoring the ATR®.

ATR® Scores

Higher scores on the ATR® indicate greater potential to transition from ACT to less intensive services. Total scores or Mean scores for the ATR® can be computed. Total scores are the sum of all item responses on a measure and Mean scores are the average of all item responses. **Be sure to reverse-score items 5, 7, 12, and 17 before computing Total or Mean scores!**

Total Scores: A Total score on the ATR® can be computed by adding up all of the item responses. Total scores on the ATR® can range from 18 to 72, with higher scores indicating greater potential to transition from ACT to less intensive services. **Be sure to reverse-score items 5, 7, 12, and 17 first!** An example of a simple EXCEL spreadsheet has been provided below. Please contact me if you would like a copy of this program or if you would like help in designing your own scoring and data collection program.

Mean Scores: The Mean score on the ATR® can be computed by adding up item responses and dividing by the number of completed items. The Mean score can range from 1.0 to 4.0. A simple scoring sheet can be created in EXCEL.

If this were a working spreadsheet I would simply enter scores under each item for Items Q1 – Q18. The spreadsheet can be programmed to alert you when you enter a score outside the allowable response range (i.e., 1, 2, 3, or 4). Note that item 4 is beyond the allowable range and the cell is highlighted in red. **Be sure to reverse-score items 5, 7, 12, and 17 first!** The spreadsheet can be programmed to automatically calculate Total and Mean scores.

ID	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	Q12	Q13	Q14	Q15	Q16	Q17	Q18
1234567	2	1	3	6	3	4	1	2	1	2	4	4	3	3	2	1	1	4
Total Score	47																	
Average Score	2.61																	

Cutoff Scores: In an effort to help ACT teams use the ATR® to help make decisions about ACT consumers who might be ready to transition to less intensive services, cutoff scores were developed. More information about how this was done will be covered in a Technical Manual

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which will be forthcoming soon. Cutoff scores should only be used as rough guides rather than definitive, set-in-stone rules for making transition decisions.

In this context, consumers with **Total** scores on the ATR® **equal to or greater than 50** could be considered candidates for transition from ACT to less intensive services. Similarly, consumers with **Mean** scores of **equal to or greater than 2.8** could be considered for transition from ACT to less intensive services.

Measures such as the ATR® never do a perfect job of predicting whatever they are intended to predict. So, as with any measure, there is some amount of inherent measurement error and with any cutoff score there are occasions where misclassification will occur. Ideally, a measure should maximize true positives (i.e., correctly identify consumers who have the potential to transition when they truly) while minimizing false positives (i.e., incorrectly identify consumers as having the potential to transition when they do not).

Using the cutoff scores listed above will correctly identify about 75% of your consumers as having the potential to transition when they do but will misidentify about 22% of your consumers as having the potential when they do not. That is why it is important to remember that the ATR® is to be used along with clinical judgment, practice wisdom and other resources to make decisions about transitioning consumers.

As stated earlier, these cutoffs are only to be used as rough guidelines. For example, if a consumer has a total score of 25 of 72 on the ATR, he or she might not be a good candidate for transition. If a consumer has a score of a 68 of 72 on the ATR®, he or she might be a good candidate for transition. The further a consumer's score is from these cutoffs the easier it might be to assess readiness for transition; however, the closer a consumer's score is to the cutoffs the more challenging it might be to make a transition decision. Again, these cutoffs are rough guidelines and the ATR® should not be the only method used to help make transition decisions.

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CHAPTER 3: ADMINISTRATION AND USE

Chapter Overview

Chapter 3 focuses on the administration and use of the ATR[®]. In this Chapter, I discuss guidelines for when to complete the ATR[®]. Then, I will discuss how to complete the ATR[®]. I will conclude with a discussion of how to use the ATR[®].

When to Complete the ATR[®]

The ATR[®] was intended to be used as a tool to help identify consumers who might be ready to transition from ACT to less intensive services. This implies that the ATR[®] can be used with a consumer who has been receiving ACT services for some time, who is stable, and who could handle transition to less intensive services, which was the original intent. However, there may be other uses for the ATR[®]. For example, the ATR[®] could be used as a clinical tool to assess and monitor consumer progress. Thus, the ATR[®] could be used during the ACT intake process and re-administered periodically (i.e., every six months).

How to Complete the ATR[®]

Currently, only a staff version of the ATR[®] exists. That is, the ATR[®] is a measure completed by an ACT staff member on an ACT consumer. There are 18 items on the ATR[®]. Each item should be read carefully before answering. The ATR[®] can be completed by an individual ACT staff member or as a team. The original intent for the ATR[®] was that it was to be completed without the presence of the consumer; however, you or your agency might choose to do this differently. Currently, only a paper-and-pencil version of the ATR[®] exists (see below).

Using the ATR[®]

The ATR[®] is a work in progress. So far, the ATR[®] appears to have excellent reliability and good concurrent and predictive validity. However, the ATR[®] has only been tested retrospectively. More testing of the ATR[®] is needed!

The ATR[®] is free to use and you can use it as much and as often as you like. I would be interested in hearing from you if you or your agency decides to use the ATR[®]. In particular, if your team or agency decides to adopt the ATR[®] as a part of your routine assessment strategy, I would like to talk to you about how you might collect your data and how your data could be useful to further testing the ATR[®]. And, I would be very interested in hearing your feedback about the ATR[®], particularly your likes and dislikes and suggestions for improvement. Also, if you have further questions about the ATR[®] or if you're interested in the Technical Manual, please feel free to contact me.

THANKS!

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This is the **Assertive Community Treatment Transition Readiness Scale® (ATR®)**. Each item is scored on a four-point scale: strongly disagree (1), disagree (2), agree (3), strongly agree (4). For example, Item 1 reads, "He/she no longer needs intensive services." If you strongly agree with this statement, a consumer would receive a score of 4 for this item. Before computing Total or Mean scores, the responses to Items 5, 7, 12, and 17 must be reverse-scored. So, if you respond strongly disagree (1) to Item 5, this response should be reverse-scored to 4 before computing Total or Mean scores. At least 14 of the 18 items must be completed before scoring the ATR®. A Total score can be computed by adding up all item responses. Total scores range from 18 to 72. Mean scores can be computed by adding up all item responses and dividing by the number of completed items. Mean scores range from 1.0 to 4.0. Higher Total and Mean scores indicate greater potential to transition from ACT to less intensive services.

Questions about the ATR® should be addressed to Gary S. Cuddeback, Ph.D., University of North Carolina at Chapel Hill, 325 Pittsboro Street, CB#3550, Chapel Hill, NC, 27599, 919.962.4363, cuddeback@mail.schsr.unc.edu.

NAME _____ DATE _____ TOTAL or MEAN SCORE _____

	Strongly Disagree	Disagree	Agree	Strongly Agree
1. He/she no longer needs intensive services.	☐	☐	☐	☐
2. He/she has structure in his/her daily life.	☐	☐	☐	☐
3. His/her symptoms have been stable over the last six months.	☐	☐	☐	☐
4. He/she has had stable housing over the last several months.	☐	☐	☐	☐
5. He/she has been in the psychiatric hospital within the last six months.	☐	☐	☐	☐
6. He/she has insight into his/her mental illness.	☐	☐	☐	☐
7. He/she has been incarcerated within the last six months.	☐	☐	☐	☐
8. He/she has benefits in place.	☐	☐	☐	☐
9. He/she is engaged in treatment.	☐	☐	☐	☐
10. He/she is independent.	☐	☐	☐	☐
11. He/she is compliant with his/her medication.	☐	☐	☐	☐
12. He/she has complex needs (i.e., personality disorders, health problems, substance use).	☐	☐	☐	☐
13. He/she has adequate resources.	☐	☐	☐	☐
14. He/she has social support.	☐	☐	☐	☐
15. He/she is gainfully employed.	☐	☐	☐	☐
16. He/she keeps appointments without help.	☐	☐	☐	☐
17. His/her behaviors have not been stable over the last six months.	☐	☐	☐	☐
18. He/she has met his/her treatment goals.	☐	☐	☐	☐

AGREEMENT**Attachment 3**
Agreement Modification Request
 Human Services and Justice Coordination

For budget reallocation or minor agreement language modifications.

Authorized Official:	Date of Request:
Agency Name:	Effective Date:
Program Name:	Modification Number:

A. REQUESTED MODIFICATION: Why is this change needed and what will be impacted by this change (staff, supplies, operations)? Please reference appropriate agreement section.

--

B. BUDGET MODIFICATION: Use chart as applicable and complete the Revised Annual Budget Form documenting the new revised budget.

Program Budget Category:	Original Contract Amount:	Amount Modified – Increase & Decrease	New Budget Amount:	Amount Expended as of Effective Date:	Modified Budget Balance:
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
Contract Total:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Agency Authorized Signature:		Date:
Name & Title:		

PINELLAS COUNTY HUMAN SERVICES – OFFICE USE ONLY		
PROJECT MANAGER certifies this modification is in line with the Contract Scope and Budget:		Date
Approval GRANT/CONTRACT MANAGER		Date
Approval CONTRACTS DIVISION DIRECTOR		Date
Approval HUMAN SERVICES DEPARTMENT DIRECTOR		Date

AGREEMENT**Attachment 4****HIPAA BUSINESS ASSOCIATE AGREEMENT**

This Agreement (hereinafter referred to as AGREEMENT) is entered into by and between Pinellas County, a political subdivision of the State of Florida (hereinafter referred to as COVERED ENTITY) and the business associate named on the signature page hereof (hereinafter referred to as BUSINESS ASSOCIATE) (each hereinafter referred to as PARTY and collectively hereinafter referred to as the PARTIES) on this ____ day of _____, 2022.

WHEREAS, BUSINESS ASSOCIATE performs functions, activities, or services for, or on behalf of COVERED ENTITY, and BUSINESS ASSOCIATE receives, has access to or creates Health Information in order to perform such functions, activities or services; and

WHEREAS, COVERED ENTITY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated there under (hereinafter referred to as HIPAA), including but not limited to, the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information found at 45 Code of Federal Regulations Parts 160, 162 and 164; and

WHEREAS, HIPAA requires COVERED ENTITY to enter into a contract with BUSINESS ASSOCIATE to provide for the protection of the privacy and security of Health Information, and HIPAA prohibits the disclosure to or use of Health Information by BUSINESS ASSOCIATE if such a contract is not in place; and

WHEREAS, as a result of the requirements of the Health Information Technology for Economic and Clinical Health Act (hereinafter referred to as HITECH ACT), as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the U.S. Department of Health and Human Services (hereinafter referred to as SECRETARY), all as amended from time to time, the PARTIES agree to this AGREEMENT in order to document the PARTIES' obligations under the HITECH ACT.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the PARTIES agree as follows:

ARTICLE I DEFINITIONS

1.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean.

1.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Pinellas County by and through its Department of Human Services.

1.3 "Disclose" and "Disclosure" shall mean, with respect to Health Information, the release, transfer, provision of access to, or divulging in any other manner of Health Information outside BUSINESS ASSOCIATE's internal operations or to other than its employees.

1.4 "Health Information" shall mean information that: (a) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the

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individual); and (c) is received by BUSINESS ASSOCIATE from or on behalf of COVERED ENTITY, or is created by BUSINESS ASSOCIATE, or is made accessible to BUSINESS ASSOCIATE by COVERED ENTITY.

1.5 “HIPAA Rules”. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.6 “Privacy Regulations” shall mean the Standards for Privacy of Covered Individually Identifiable Health Information, 45 Code of Federal Regulations Parts 160 and 164, promulgated under HIPAA.

1.7 “Services” shall mean the services provided by BUSINESS ASSOCIATE pursuant to the Underlying Agreement, or if no such agreement is in effect, the services BUSINESS ASSOCIATE performs with respect to the COVERED ENTITY.

1.8 “Underlying Agreement” shall mean the services agreement executed by the COVERED ENTITY and BUSINESS ASSOCIATE, if any.

1.9 “Use” or “Uses” shall mean, with respect to Health Information, the sharing, employment, application, utilization, examination or analysis of such Health Information within BUSINESS ASSOCIATE’s internal operations.

1.10 Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use, unless otherwise specifically defined or referred under this Agreement.

ARTICLE II OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Initial Effective Date of Performance. The obligations created under this AGREEMENT shall become effective immediately upon execution of this AGREEMENT or the agreement to which it is appended.

2.2 Obligations and Activities of Business Associate. Business Associate agrees to:

a. Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law.

b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.

c. Report to covered entity any unauthorized acquisition, access, use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware.

d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure

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that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.

e. Make available protected health information in a designated record set to the COVERED ENTITY as necessary to satisfy covered entity's obligations under 45 CFR 164.524.

f. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526.

g. Maintain and make available the information required to provide an accounting of disclosures to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.528.

h. To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s).

i. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

2.3 Permitted Uses and Disclosures of Health Information. BUSINESS ASSOCIATE is authorized to:

a. Use and Disclose Health Information as necessary to perform Services for, or on behalf of COVERED ENTITY. Use Health Information to create aggregated or de-identified information consistent with the requirements of the Privacy Regulations.

b. Use or Disclose Health Information (including aggregated or de-identified information) as otherwise directed by COVERED ENTITY provided that COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose Health Information in a manner that would not be permissible if done by COVERED ENTITY.

c. To the extent required by the HITECH ACT, BUSINESS ASSOCIATE shall limit its use, disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended use, disclosure or request, respectively. Effective on the date the SECRETARY issues guidance on what constitutes "minimum necessary" for purposes of HIPAA, BUSINESS ASSOCIATE shall limit its use, disclosure or request of PHI to only the minimum necessary as set forth in such guidance.

d. BUSINESS ASSOCIATE shall not use Health Information for any other purpose that would violate Subpart E of 45 CFR Part 164, except that if necessary, BUSINESS ASSOCIATE may use Health Information for the proper management and administration of BUSINESS ASSOCIATE or to carry out its legal responsibilities; provided that any use or disclosure described herein will not violate the Privacy Regulations or Florida law if done by COVERED ENTITY. Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may disclose Health Information for the proper management and administration of the BUSINESS ASSOCIATE, provided that with respect to any such disclosure either: (a) the disclosure is required by law (within the meaning of the Privacy Regulations) or (b) the disclosure would not otherwise violate Florida law and BUSINESS

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ASSOCIATE obtains reasonable written assurances from the person to whom the information is to be disclosed that such person will hold the information in confidence and will not use or further disclose such information except as required by law or for the purpose(s) for which it was disclosed by BUSINESS ASSOCIATE to such person, and that such person will notify BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Compliance with Security Provisions. BUSINESS ASSOCIATE shall:

- a. Implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312.
- b. Implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316. Be in compliance with all requirements of the HITECH ACT related to security and applicable as if BUSINESS ASSOCIATE were a covered entity, as such term is defined in HIPAA.
- c. BUSINESS ASSOCIATE shall use its best efforts to implement and maintain technologies and methodologies that render PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH ACT.

2.5 Compliance with Privacy Provisions. BUSINESS ASSOCIATE shall only use and disclose PHI in compliance with each applicable requirement of 45 CFR § 164.504(e). BUSINESS ASSOCIATE shall comply with all requirements of the HITECH ACT related to privacy and applicable as if BUSINESS ASSOCIATE were a covered entity, as such term is defined in HIPAA.

2.6 Mitigation. BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of a use or disclosure of Health Information by BUSINESS ASSOCIATE in violation of the requirements of this AGREEMENT.

2.7 Breach of Unsecured PHI. The provisions of this Section are effective with respect to the discovery of a breach of unsecured PHI occurring on or after September 23, 2009.

a. With respect to any unauthorized acquisition, access, use or disclosure of COVERED ENTITY's PHI by BUSINESS ASSOCIATE, its agents or subcontractors, BUSINESS ASSOCIATE shall:

- 1) Investigate such unauthorized acquisition, access, use or disclosure;
- 2) Determine whether such unauthorized acquisition, access, use or disclosure constitutes a reportable breach under the HITECH ACT; and
- 3) Document and retain its findings under clauses 1) and 2) of this Section.

b. BUSINESS ASSOCIATE shall notify COVERED ENTITY of all suspected breaches within five (5) business days of discovery. If the BUSINESS ASSOCIATE discovers that a reportable breach has occurred, BUSINESS ASSOCIATE shall notify COVERED ENTITY of such reportable breach in writing within three (3) days of the date BUSINESS ASSOCIATE discovers and

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determines that such breach is reportable. BUSINESS ASSOCIATE shall notify COVERED ENTITY immediately upon discovering a reportable breach of more than 500 individuals.

c. BUSINESS ASSOCIATE shall be deemed to have discovered a breach as of the first day that breach is either known to BUSINESS ASSOCIATE or any of its employees, officers or agents, other than the person who committed the breach, or by through exercise of reasonable diligence, should have been known to BUSINESS ASSOCIATE or any of its employees, officers or agents, other than the person who committed the breach.

d. To the extent the information is available to BUSINESS ASSOCIATE, it's written notice shall include the information required by 45 CFR §164.410.

e. BUSINESS ASSOCIATE shall promptly supplement the written report with additional information regarding the breach as it obtains such information.

f. BUSINESS ASSOCIATE shall cooperate with COVERED ENTITY in meeting the COVERED ENTITY's obligations under the HITECH ACT with respect to such breach. COVERED ENTITY shall have sole control over the timing and method of providing notification of such breach to the affected individual(s), the SECRETARY and, if applicable, the media, as required by the HITECH ACT.

g. BUSINESS ASSOCIATE shall reimburse COVERED ENTITY for its reasonable costs and expenses in providing the notification, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, and costs of mitigating the harm for affected individuals whose PHI has or may have been compromised as a result of the breach. In order to be reimbursed by BUSINESS ASSOCIATE, COVERED ENTITY must provide to BUSINESS ASSOCIATE a written accounting of COVERED ENTITY's actual costs and to the extent applicable, copies of receipts or bills with respect thereto.

2.8 Availability of Internal Practices, Books and Records. BUSINESS ASSOCIATE agrees to make its internal practices, books and records relating to the use and disclosure of Health Information available to the SECRETARY, for purposes of determining COVERED ENTITY's compliance with the Privacy Regulations.

2.9 Agreement to Restriction on Disclosure. If COVERED ENTITY is required to comply with a restriction on the disclosure of PHI pursuant to Section 13405 of the HITECH ACT, then COVERED ENTITY shall, to the extent needed to comply with such restriction, provide written notice to BUSINESS ASSOCIATE of the name of the individual requesting the restriction and the PHI affected thereby. BUSINESS ASSOCIATE shall, upon receipt of such notification, not disclose the identified PHI to any health plan for the purposes of carrying out payment or health care operations, except as otherwise required by law.

2.10 Accounting of Disclosures. Upon COVERED ENTITY's request, BUSINESS ASSOCIATE shall:

a. Provide to COVERED ENTITY an accounting of each disclosure of Health Information made by BUSINESS ASSOCIATE or its employees, agents, representatives or subcontractors as required by the Privacy Regulations. For each Disclosure that requires an accounting under this Section 2.10, BUSINESS ASSOCIATE

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shall track the information required by the Privacy Regulations, and shall securely maintain the information for six (6) years from the date of the Disclosure.

b. If BUSINESS ASSOCIATE is deemed to use or maintain an Electronic Health Record on behalf of COVERED ENTITY, then BUSINESS ASSOCIATE shall maintain an accounting of any disclosures made through an Electronic Health Record for treatment, payment and health care operations, as applicable. Such accounting shall comply with the requirements of the HITECH ACT.

c. Upon request by COVERED ENTITY, BUSINESS ASSOCIATE shall provide such accounting to COVERED ENTITY in the time and manner specified by the HITECH ACT.

d. Where COVERED ENTITY responds to an individual's request for an accounting of disclosures made through an Electronic Health Record by providing the requesting individual with a list of all business associates acting on behalf of COVERED ENTITY; BUSINESS ASSOCIATE shall provide such accounting directly to the requesting individual in the time and manner specified by the HITECH ACT.

2.11 Use of Subcontractors and Agents. BUSINESS ASSOCIATE shall require each of its agents and subcontractors that receive Health Information from BUSINESS ASSOCIATE to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this AGREEMENT with respect to such Health Information.

2.12 Access to Electronic Health Records.

a. If BUSINESS ASSOCIATE is deemed to use or maintain an Electronic Health Record on behalf of COVERED ENTITY with respect to PHI, BUSINESS ASSOCIATE shall provide an individual with a copy of the information contained in such Electronic Health Record in an electronic format and, if the individual so chooses, transmit such copy directly to an entity or person designated by the individual upon request, to the extent an individual has the right to request a copy of the PHI maintained in such Electronic Health Record pursuant to 45 CFR § 164.524 and makes such a request to BUSINESS ASSOCIATE.

b. BUSINESS ASSOCIATE may charge a fee to the individual for providing a copy of such information, but such fee may not exceed BUSINESS ASSOCIATE's labor costs in responding to the request for the copy.

c. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI shall otherwise apply and BUSINESS ASSOCIATE shall comply therewith as if BUSINESS ASSOCIATE were the COVERED ENTITY.

d. At COVERED ENTITY's request, BUSINESS ASSOCIATE shall provide COVERED ENTITY with a copy of an individual's PHI maintained in an Electronic Health Record in an electronic format in a time and manner designated by COVERED ENTITY in order for COVERED ENTITY to comply with 45 CFR § 164.524, as amended by the HITECH ACT.

2.13 Limitations on Use of PHI for Marketing Purposes.

a. BUSINESS ASSOCIATE shall not use or disclose PHI for the purpose of making a

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communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication:

- 1) Complies with the requirements the definition of marketing contained in 45 CFR § 164.501; and
- 2) Complies with the requirements of Subparagraphs a, b or c of Section 13406(a)(2) of the HITECH ACT.

b. COVERED ENTITY shall cooperate with BUSINESS ASSOCIATE to determine if the foregoing requirements are met with respect to any such marketing communication.

ARTICLE III TERM AND TERMINATION

3.1 Term. Subject to the provisions of Sections 3.2 and 3.3, the term of this AGREEMENT shall be the term of the Underlying Agreement.

3.2 Termination of AGREEMENT.

a. Upon becoming aware of a pattern of activity or practice of either PARTY that constitutes a material breach or violation of obligations under the AGREEMENT, the non-breaching PARTY shall immediately notify the PARTY in breach.

b. Notification shall be provided in writing and shall specify the nature of the breach.

c. With respect to such breach or violation, upon receiving notice of the violation the non-breaching PARTY shall:

1) Allow the breaching PARTY thirty (30) days to take reasonable steps to cure such breach or end such violation; and

2) Terminate this AGREEMENT, if cure is either not possible or unsuccessful; and

d. Report the breach or violation to the SECRETARY if such termination is not feasible. Upon termination of this AGREEMENT for any reason, BUSINESS ASSOCIATE shall return or destroy all PHI consistent with Section 3.4 as follows:

1) BUSINESS ASSOCIATE shall destroy PHI in a manner that renders the PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH ACT and shall certify in writing to COVERED ENTITY that such PHI has been destroyed in compliance with such standards; or

2) Return of PHI shall be made in a mutually agreed upon format and timeframe and at no additional cost to BUSINESS ASSOCIATE.

e. Where return or destruction are not feasible, BUSINESS ASSOCIATE shall continue

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to extend the protections of the AGREEMENT to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible.

3.3 Termination for Breach. COVERED ENTITY may terminate the Underlying Agreement and this AGREEMENT upon thirty (30) days written notice in the event: (a) BUSINESS ASSOCIATE does not promptly enter into negotiations to amend this AGREEMENT when requested by COVERED ENTITY pursuant to Section 4.2 or (b) BUSINESS ASSOCIATE does not enter into an amendment to this AGREEMENT providing assurances regarding the safeguarding of Health Information that the COVERED ENTITY, deems sufficient to satisfy the standards and requirements of HIPAA and the HITECH ACT.

3.4 Disposition of Health Information Upon Termination or Expiration. Upon termination or expiration of this AGREEMENT, BUSINESS ASSOCIATE shall either return or destroy, in COVERED ENTITY's sole discretion and in accordance with any instructions by COVERED ENTITY, all Health Information in the possession or control of BUSINESS ASSOCIATE and its agents and subcontractors. In such event, BUSINESS ASSOCIATE shall retain no copies of such Health Information. If BUSINESS ASSOCIATE determines that neither return nor destruction of Health Information is feasible, BUSINESS ASSOCIATE shall notify COVERED ENTITY of the conditions that make return or destruction infeasible, and may retain Health Information provided that BUSINESS ASSOCIATE: (a) continues to comply with the provisions of this AGREEMENT for as long as it retains Health Information, and (b) further limits uses and disclosures of Health Information to those purposes that make the return or destruction of Health Information infeasible.

ARTICLE IV MISCELLANEOUS

4.1 Indemnification. Notwithstanding anything to the contrary in the Underlying Agreement, BUSINESS ASSOCIATE agrees to indemnify, defend and hold harmless COVERED ENTITY and COVERED ENTITY's employees, directors, officers, subcontractors or agents against all damages, losses, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) and all liability to third parties arising from any breach of this AGREEMENT by BUSINESS ASSOCIATE or its employees, directors, officers, subcontractors, agents or other members of BUSINESS ASSOCIATE's workforce. BUSINESS ASSOCIATE's obligation to indemnify shall survive the expiration or termination of this AGREEMENT.

4.2 Amendment to Comply with Law. The PARTIES acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this AGREEMENT may be required to provide for procedures to ensure compliance with such developments. The PARTIES specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH ACT and other applicable laws relating to the security or confidentiality of Health Information. The PARTIES understand and agree that COVERED ENTITY must receive satisfactory written assurance from BUSINESS ASSOCIATE that BUSINESS ASSOCIATE will adequately safeguard all Health Information that it receives or creates on behalf of COVERED ENTITY. Upon COVERED ENTITY's request, BUSINESS ASSOCIATE agrees to promptly enter into negotiations with COVERED ENTITY, concerning the terms of any amendment to this AGREEMENT embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH ACT or other applicable laws.

4.3 Modification of Agreement. No alteration, amendment, or modification of this AGREEMENT shall be valid or effective unless in writing and signed the PARTIES.

4.4 Non-Waiver. A failure of any PARTY to enforce at any time any term, provision or condition

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of this AGREEMENT, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein. Waiver of any term, provision or condition of this AGREEMENT shall not be valid unless in writing, signed by the waiving PARTY and only to the extent set forth in such writing.

4.5 Agreement Drafted By All Parties. This AGREEMENT is the result of arm's length negotiations between the PARTIES and shall be construed to have been drafted by all PARTIES such that any ambiguities in this AGREEMENT shall not be construed against either PARTY.

4.6 Severability. If any provision of this AGREEMENT is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

4.7 No Third Party Beneficiaries. There are no third party beneficiaries to this AGREEMENT.

4.8 Counterparts. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original and will become effective and binding upon the PARTIES as of the effective date at such time as all the signatories hereto have signed a counterpart of this AGREEMENT. Notices. The PARTIES designate the following to accept notice on their behalf:

If to BUSINESS ASSOCIATE:

April Lott, President & CEO

1437 South Belcher Rd

Clearwater, FL 33764

If to COVERED ENTITY:

Abigail Stanton, HIPAA Privacy Officer
440 Court Street, 2nd Floor
Clearwater, FL 33756

4.9 Applicable Law and Venue. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. The PARTIES agree that all actions or proceedings arising in connection with this AGREEMENT shall be tried and litigated exclusively in the state or federal courts located in or nearest to Pinellas County, Florida.

4.10 Interpretation. This AGREEMENT shall be construed in a manner that will cause the PARTIES to comply with the requirements of HIPAA and the HITECH ACT.

SIGNATURE PAGE FOLLOWS

AGREEMENT

IN WITNESS WHEREOF, each of the undersigned has caused this AGREEMENT to be duly executed in its name and on its behalf effective as of this ____ day of _____, 2022.

COVERED ENTITY:

Pinellas County Human Services

By: _____

Print Name: _____

Print Title: _____

BUSINESS ASSOCIATE:

Directions for Living

By: [Signature]

Print Name: April Lott

Print Title: President/CEO

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Attachment 5
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.