

**AGREEMENT BETWEEN CITRUS COUNTY &  
LIFESTREAM BEHAVIORAL CENTER**

THIS AGREEMENT (“Agreement”) is made by and between **LifeStream Behavioral Center, Inc.**, a Florida not for profit corporation (“LifeStream”) and **Citrus County, Florida**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (“County”), collectively referred to as the “Parties”, regarding the services to be provided within a new Forty (40) bed joint use adult, geriatric, and adolescent Inpatient/Baker Act Facility along with additional inpatient and residential capacity (twenty (20) beds) (the “Facility”) to service both Hernando and Citrus Counties to be constructed in Citrus County to support the mental health care needs of patients in Hernando County and Citrus County.

WITNESSETH

**WHEREAS**, mental health impacts adults and children, regardless of age, gender, race, ethnicity, religion, or economic status; and

**WHEREAS**, behavioral health service providers, programs, and their staff work every day to provide services to improve the lives of individuals and families and support public health, safety and welfare; and

**WHEREAS**, there is currently no Baker Act Receiving Facility located in Hernando or Citrus County; and

**WHEREAS**, the Facility as contemplated herein can act as a helpful, single-entry point for those in need or in crisis; and

**WHEREAS**, the Facility as contemplated herein can provide for coordination of care, information-sharing, evaluation, intervention, and other levels of care for those in need or in crisis; and

**WHEREAS**, the Facility as contemplated herein will support and act as a response to the public health and will be an investment in the community, providing improved access and a more convenient location for behavioral health services for residents of the Hernando County Community and the Citrus County Community; and

**WHEREAS**, LifeStream’s mission is to promote the health, recovery, and well-being of those affected by mental illness and substance use disorders through prevention, coordinated treatment, and supportive services; and

**WHEREAS**, the Facility has been proposed to be located at the current LifeStream campus located at 3264 S. Lecanto Highway, Lecanto, FL 34461 in Citrus County to serve the community of Hernando County, Citrus County, and its surrounding areas; and

**WHEREAS**, the Board intends, as provided herein, to contribute funding to LifeStream for the purpose of providing additional mental health services within Citrus County; and

**WHEREAS**, LifeStream and the County desire to enter into this Agreement to clarify or govern the disbursement of certain funding to LifeStream for this stated purpose.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, LifeStream and Citrus County enter this Agreement and agree as follows:

1. **Recitals**. The foregoing recitals are correct and are incorporated herein.
  
2. **Term**. This Agreement shall become effective (“effective date”): (1) once this Agreement is executed by both Parties and (2) Hernando County and LifeStream jointly execute a separate Subrecipient Agreement (the “Subrecipient Agreement”) for federal funding for the Facility. Entry of this Agreement is contingent upon entry of the Subrecipient Agreement between Hernando County and Lifestream. This Agreement will remain in effect for a period of Twenty (20) years from the effective date, unless earlier terminated by either Party.
  
3. **Purpose and Scope**. In accordance with the terms and conditions of this Agreement, LifeStream will utilize the funds stated in paragraphs 6 and 7 below to provide additional substance abuse and mental health care services within Citrus County, Florida. The Parties agree that a Baker Act Facility, once constructed and established in Citrus County, will provide the following:
  - a) Improve the level of care for and access to behavioral health services within Citrus County; and
  - b) Act as a single drop-off location for law enforcement for individuals in need or in crisis, including those who require the use of the Florida Mental Health Act (“Baker Act”) and Substance Use Crisis Services (“Marchman Act”); and
  - c) Receive individuals on voluntary and walk-in basis in Citrus County for crisis care and emergency behavioral health services; and
  - d) Make efforts to increase collaboration among local Citrus County medical and other healthcare providers; and
  - e) Provide behavioral health assessment, treatment, and care coordination within Citrus County; and
  - f) Achieve guaranteed priority access for Citrus County residents and provide a minimum of 40 licensed inpatient psychiatric beds for adults, geriatrics, and adolescents in the Facility~~Achieve guaranteed priority access, and 20 inpatient adult beds, 10 geriatric inpatient adult beds, and 10 inpatient adolescent beds within Citrus County, for Citrus County residents;~~ and
  - g) Promote the availability of enhanced on-site behavioral health services, including the services of on-site behavioral health professionals in Citrus County; and
  - h) Provide referrals for other services located in Citrus County; and
  - i) Provide a minimum of three medical staff (Psychiatrist, APRN, PA), at least one of which will be a psychiatrist onsite in Citrus County. All medical staff will meet the

~~criteria required to provide services in a psychiatric inpatient facility. Provide at least one child's psychiatrist and at least one adult psychiatrist onsite within Citrus County.~~

4. Additional Services. Further, in addition to the above, the Parties agree that LifeStream will operate, provide services, and complete the responsibilities list on the *Scope of Services* attached hereto as **Exhibit "A"** and incorporated herein (collectively the "Services"). LifeStream shall use the funds provided for and addressed in this Agreement solely for additional services within Citrus County.

5. **Qualifications, Designations and Contingencies.**

A. At all times during the term of this Agreement, LifeStream shall remain (i) qualified and appropriately licensed to provide the Services and (ii) be designated by the State of Florida as a Baker Act Receiving Facility in Citrus County. LifeStream will provide the above Services with skill and care exercised by qualified professionals. If LifeStream loses its license, qualification, or designation making it not able to provide the Services, LifeStream will notify the County and the County may terminate this Agreement.

B. The Parties acknowledge that the Facility will not be able to operate optimally if LifeStream is not able to collaborate with other local behavioral health service providers. LifeStream agrees that it will make every reasonable effort to enter into a written coordination agreement, or similar written understanding, with other receiving facilities designated by the State of Florida. It is understood that LifeStream's ability to do so is subject to the collaboration and cooperation of these other receiving facilities.

6. **Funding, In General.** In return for LifeStream's agreement and dedication to provide the Services referenced herein, and subject to the term and conditions contained in this Agreement, the County agrees to provide LifeStream **\$2,000,000.00** ("Funding Amount") for the additional services described herein. That being said, the County's performance and obligation to pay the funds under this Agreement is contingent upon a specific ~~one time~~annual appropriation by the Citrus County Board of County Commissioners. The Parties understand that this Agreement is not a commitment of future appropriations and is contingent upon Hernando County entering into a similar agreement or otherwise providing \$2,000,000 in funding related to the new facility. The funding is also contingent upon LifeStream constructing the new facility and actually providing the additional services contemplated herein.

Lifestream acknowledges that the current funds provided by the State<sup>3</sup> Legislatrue and eCitrus County are adequate to fund the services in the new Forty (40) bed psychiatric inpatient unit. Other increased allocations by the Florida Legislatrue for services in Citrus County will be governed by

~~state statues regarding County local match requirements LifeStream acknowledges and agrees that any appropriations it receives from the State through DCF or Lutheran Services will not be added to the funds which Citrus County is required to match each year.~~

The County agrees to pay \$2,000,000 to LifeStream within two months after County's authorization of this Agreement, but in no event later than September 30, 2023.

**7. Funding, Payment and Construction.**

- A. *Scope and Specifications:* Subject to Section 3 above, LifeStream shall construct or cause to be constructed the Facility to be located on the existing campus of LifeStream in Citrus County, Florida located at 3264 S. Lecanto Highway, Lecanto, FL 34461. LifeStream will obtain, maintain, and pay for all necessary permits, permit application, fees, approvals, and licenses required for construction of the Facility. LifeStream will provide a copy of the final Facility plans and specifications, and any amendments, to the County upon the completion of construction. LifeStream agrees to assume the costs for construction, labor, utility, maintenance, and insurance of the Facility. This Agreement places no obligation on the County to construct or manage the construction of the Facility.
- B. *Time is of the Essence:* The Parties agree that time is of the essence. It is anticipated that the Facility will be constructed approximately 12-18 months after LifeStream receives the necessary development orders and approvals to allow commencement of construction. Subject to paragraph 12.I below, if LifeStream or LifeStream's contractor(s) or agent(s) have not commenced construction of the facility or have not received construction funding on or before December 31, 2024, this Agreement shall terminate, with funds handled as set forth in Section 10 below.

**8. Site Inspections.** LifeStream agrees that authorized representatives of the County will have access to the Facility at reasonable times for the purpose of monitoring or inspecting that the Facility is being utilized in accordance with this Agreement and the purposes provided for in this Agreement; provided, however, that this entry will be subject to security and patient confidentiality requirements of LifeStream. The County Administrator or designee shall provide to LifeStream reasonable and adequate advance notice of seeking access to the Facility, and LifeStream will have the right to have a representative present.

**9. Audits and Accountability.** LifeStream hereby agrees to cooperate with the County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the construction and operation of the Facility, including those specifically required by the Federal or State granting agency. In addition to the provisions of this Agreement, LifeStream shall assist the

County with reporting, whether interim, quarterly or annual, as required by any government agency related or due to the funding referenced in this Agreement. The Parties acknowledge that as recipients of federal funding, the County and LifeStream may be subject to a federal single audit and its related requirements. All records and accounts related to this Agreement must be retained for and be subject to, inspection, review, or audit by the County. Such review shall be during the regular working hours, following reasonable written notice. It is the responsibility of LifeStream, or its successor, to retain the records related to the Facility and this Agreement for the applicable time required by both the Florida Department of State and any record requirements provided under federal rules and regulations; in any event, retain no less than five (5) years from the effective date of this Agreement. Upon request to and approval of the County, LifeStream may transfer copies of these records and accounts to the custody of the County in order to ensure their accountability for such a period.

**10. Default and Termination.** This Agreement may be terminated upon the written agreement of both Parties. The material failure of LifeStream to comply with any provision of this Agreement will place LifeStream in default. If LifeStream is in default or fails to perform in accordance with the terms or conditions of this Agreement, this Agreement may be terminated by County, in whole or in part, upon thirty (30) calendar days advance written notice to LifeStream. The County Administrator is authorized to provide written notice of default on behalf of County and notice may be sent electronically. The County may terminate this Agreement, for convenience or otherwise and for no damage, by providing written notice to LifeStream if funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement with no less than seven (7) business days' notice in writing to LifeStream. Upon expiration or termination of this Agreement, any remaining or unspent funding distributed to LifeStream from the County for the Facility or held by the County for the Facility, shall be immediately become the property of the County. In such event, LifeStream shall act to transfer and assign the remaining or unspent money to the County. Upon such refund, neither Party shall have any further liabilities or obligations under this Agreement.

**11. Hold Harmless and Indemnification.** County fully retains all sovereign immunity protections afforded to it as a political subdivision of the State of Florida. This Agreement shall not be interpreted or deemed to constitute a waiver of sovereign immunity or authorization for claims by third parties. All claims against either Party that are permissible pursuant to the partial waiver of sovereign immunity set forth in §768.28, Florida Statutes, must strictly comply with the procedures found in §768.28, Florida Statutes. As between the Parties, the Parties agree to be responsible for their respective negligent acts or omissions which in any way relate to or arise out of this Agreement. Each Party agrees to be liable for the negligent acts or omissions of its officers, employees, servants, and agents thereof while acting in the scope of their employment. LifeStream and County further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State

of Florida; (2) the consent of County, LifeStream, the State of Florida, and their agents and agencies to be sued; or (3) a waiver of the sovereign immunity, beyond the waiver provided in Section 768.28, Florida Statutes. This provision will apply even upon termination of this Agreement.

**12. Standard Clauses.**

A. Public Records. In accordance with §119.0701, Florida Statutes, if LifeStream is deemed to be acting on behalf of the County, as provided under 119.011(2), Florida Statutes, LifeStream shall keep and maintain public records related to this Agreement as required by law. Upon request from the County's custodian of public records, LifeStream will provide the custodian(s) with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise exempt or confidential or protected as provided by federal or state of Florida law.

**IF LIFESTREAM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO LIFESTREAM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, LIFESTREAM SHALL CONTACT THE PUBLIC RECORDS CUSTODIAN AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE (352) 527-5235; EMAIL; RMLO@CITRUSBOCC.COM.**

B. Laws & Regulations. Each Party will comply with all federal, state, and local laws, ordinance, regulations, rules, and code requirements. This Agreement is governed by the laws of the State of Florida and venue for any and all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Citrus County, Florida. Each Party agrees to be responsible for its own attorneys' fees and costs in the event of any dispute, mediation, or legal action, including any appeals, related to this Agreement.

C. Amendment. The Parties agree that no modification, amendment, or alteration of the terms, conditions, and provisions of this Agreement are effective unless contained in a written document approved and executed by both the Parties.

D. Assignment. No Party shall assign or transfer any interest, duty, or obligation contained in this Agreement without prior written consent of the other Party. The Parties each bind their respective successors, assigns, heirs, and representatives in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

E. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

F. Independent Entity. It is understood and agreed that nothing herein contained in this Agreement is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between the Parties hereto, or as constituting LifeStream as agent of the County for any purpose whatsoever. Each Party remains an independent entity.

G. Prohibition Against Contingent Fees. LifeStream warrants that LifeStream has not employed or retained any company or person, other than a bona fide employee of LifeStream, to solicit or

secure this Agreement and that LifeStream has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee of LifeStream, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

H. Conflict of Interest. LifeStream warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. LifeStream shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

I. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems, epidemic, and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties. In the event the Facility is damaged, destroyed, or experiences another casualty, LifeStream or its successor has the right to re-build and re-pair, so long as in compliance with then existing code, rules and regulations, and this Agreement. That being said, the Parties acknowledge that time is of the essence and that there are timing obligations that must be met as set forth in this Agreement.

J. Captions and Section Headings. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

K. Counterparts. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a Party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

L. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof shall arise favoring or disfavoring a Party by virtue or authorship of any or all of the Agreement's provisions. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professions, including legal professionals, in the review and execution of this Agreement.

M. Construction. This Agreement shall not be construed more strictly against one party than against the other Parties merely due to fact that it may have been prepared by one of the Parties. It is recognized that the Parties have substantially contributed to the preparation of this Agreement and have had a full opportunity to review it.

N. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manually written or electronic signature, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

O. Notice. Except as otherwise provided in this Agreement any notice, including notice of default or termination, from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by registered or certified mail, return receipt requested, or by overnight express delivery service to the addresses below. Additional copy of the notice is requested via electronic mail to the additional following addresses listed for the Parties. Notices sent by mail will be deemed delivered five (5) business days after mailing. Notices sent by overnight express delivery service will be deemed delivered on the business day after deposit with the service. Each Party may change its mailing address by giving the other Party written notice of election to change the address.

**To LifeStream:**

LifeStream Behavioral Center, Inc.  
1616 S. 14<sup>th</sup> Street  
Leesburg, FL 34748  
Attn: Jon Cherry, President and CEO

**To County:**

Citrus County, Florida  
110 N. Apopka Ave.  
Inverness, FL 34451  
Attn: County Administrator

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the respective dates under each signature: by LifeStream, through its duly authorized representative, and by Hernando County, through the Chair of the Board of County Commissioners, who is authorized to sign.

**CITRUS COUNTY, FLORIDA**

By: \_\_\_\_\_

Ruthie Davis Schlabach, Chair  
Board of County Commissioners

Date: \_\_\_\_\_



ATTEST:

Approved as to form:

\_\_\_\_\_  
Angela Vick, Clerk and Comptroller

\_\_\_\_\_  
Citrus County Attorney's Office

**LIFESTREAM BEHAVIORAL CENTER, INC.**

By:\_\_\_\_\_

Date:\_\_\_\_\_

Jon Cherry, President and CEO

## **Exhibit A: Facility Scope of Services**

LifeStream and the County agree that this Agreement is entered upon the expectation that LifeStream will operate the Facility to provide certain services and be available to serve the community, subject to the provisions of Section 3 above. In addition to those listed in paragraph 3 of the Agreement, the Parties agree that Facility will provide the following services, requirements, and responsibilities (“Services”):

- Crisis Stabilization
- Crisis Support/Emergency Services
- Initial crisis assessments, triage, and related services;
- The Facility will be open 24 hours, seven days a week.
- Develop data sharing and other agreements required to have other related behavioral healthcare entities coordinate the care of each patient as appropriate;
- Make available 23 hour hold for patients deemed in need of additional care, but not meeting inpatient medical criteria;
- Use best efforts to reduce the utilization of emergency rooms for individuals in a behavioral health crisis;
- Increase the quality and quantity of services through coordination of care and recovery support services;
- Implement standardized assessment tools and procedures for services;
- Improve access for law enforcement officials transporting individuals needing crisis behavioral health services;
- Increase participant access to community-based behavioral health services after Facility engagement;
- When the Facility lacks capacity or the capability to service the person, the Facility shall facilitate a transfer to another facility;
- Information and Referral;
- Community Collaboration;
- Onsite Pharmacy;
- Data Submission;
- Ensure a minimum of 10 inpatient adolescent Baker Act beds are available to Citrus County residents;
- Ensure a minimum of 10 inpatient geriatric beds are available to Citrus County residents;
- Ensure a minimum of 20 inpatient adult beds are available to Citrus County residents;
- Have onsite psychiatric care for adults, geriatric adults and adolescents with a licensed child psychiatrist and adult psychiatrist.
- Medication management;
- Medication Assisted Therapy.