

HUMAN SERVICES FUNDING AGREEMENT FOR  
MEDICATED ASSISTED TREATMENT SERVICES  
Third Amendment

THIS THIRD AMENDMENT (hereinafter "Amendment"), effective retroactive to December 1, 2019, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**COUNTY**," and **OPERATION PAR, INC.**, a non-profit Florida corporation, whose address is 6655 66<sup>th</sup> Street North, Pinellas Park, FL 33781, hereinafter called the "**AGENCY**." The Parties hereby amend and restate the HUMAN SERVICES FUNDING AGREEMENT (hereinafter "Original Agreement") between the **COUNTY** and **AGENCY** dated May 31, 2016, and amended November 28, 2017 and January 22, 2019, as follows:

**WITNESSETH:**

WHEREAS, the **COUNTY** desires to provide local community mental health and substance use disorder services within Pinellas County; and

WHEREAS, the **COUNTY** is committed to enhancing the delivery of human services and increasing citizen access to those services; and

WHEREAS, the **COUNTY** has applied for and received additional grant funding from the Health Resources and Services Administration (hereinafter "HRSA"); and

WHEREAS, the **AGENCY** will comply with Uniform Guidance established under 45 C.F.R. §75 for HRSA grant awards; and

WHEREAS, pursuant to 45 CFR § 75.351 the **COUNTY** is responsible for determining whether the party receiving federal program funds provided by this grant is a subrecipient or contractor; and

WHEREAS, pursuant to Federal Super Circular Section 2 C.F.R. § 75.351, the **COUNTY** is a pass-through entity for purposes of this Federal award; and

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WHEREAS, the **COUNTY** has determined the **AGENCY** receiving funds under this federal program is a subrecipient; and

WHEREAS, the **COUNTY** recognizes that the **AGENCY** responds to critical needs within the community as a licensed, non-profit provider of Medication Assisted Treatment (hereinafter “MAT”) for substance use disorder services in the County; and

WHEREAS, **COUNTY** has received supplemental one-year grant funding through the University of Baltimore; under the Combating Opioid Overdose Through Community-level Intervention Initiative (COOCLI).

**NOW, THEREFORE**, the parties hereto do mutually agree the Original Agreement is amended and restated in its entirety as follows:

**1. Specific Grant Information.**

This project shall be undertaken and accomplished in accordance with the terms and conditions specified herein and the Appendices named below, which are attached hereto and by reference incorporated herein: Appendix A contains the relevant Grant Applications and Program Synopsis, Appendix B contains the Original Program Budgets, Appendix C contains the Notice of Awards and Federal Award Identification Information, Appendix D contains the Grant Funding Conditions including Certification Regarding Lobbying; Drug-Free Workplace; and Debarment, Suspension, and Other Responsibility Matters. As a requirement for submitting the Grant Application to Grantor, Grantee executed certifications similar to those found in Appendices C and D.

45 C.F.R. § 75.352 (1) and 2 C.F.R. § 200.331(a)(1) (Federal Award Identification) requires that certain specific information about the Grant be included in this Agreement. Such information, consistent with the accordant subsections under 45 C.F.R. § 75.352(a) and 2 C.F.R. §

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200.331(a)(1), is specified in Appendix C attached hereto and incorporated by reference herein.

Appendix A may be updated by COUNTY to maintain compliance with 45 C.F.R. § 75.352(a).

**2. Program Term, Compensation, & Scope.**

**a. Substance Abuse Expansion Services (SASE) –**

- i. **Term.** SASE program shall run from March 1, 2016 through February 28, 2022. Consistent with the funding associated with the U.S. Department of Health and Human Services, Health Resources, and Services Administration (HRSA) under grant award number H80CS00024. The term of this Agreement shall automatically renew under the same terms and conditions of the Original Agreement upon extension of grant funding under award number H80CS00024
- ii. **Compensation.** COUNTY agrees to pay AGENCY an annual amount not to exceed **THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS** (\$325,000.00) in recurring SASE grant award funding.
- iii. **Scope of Services.** AGENCY shall provide one (1) full-time Bachelor's Level Certified Addiction Professional (CAP) to coordinate with the County's Health Care for the Homeless Program (HCH) and facilitate the integration of primary care and behavioral health care for referrals made in consultation with the program Medical Director. AGENCY will ensure that approximately forty (40) clients will be given access to MAT for opioid use and other substance use disorders per year. Additionally, the CAP will be available through electronic methods (eServices) as necessary to meet the needs of these forty (40) clients.

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**b. Access Increases in Mental Health and Substance Abuse Services (AIMS)**

- i. Term.** AIMS program shall run from September 1, 2017, through February 28, 2022. Following the initial program period, September 1, 2017 – February 28, 2019, the program year will run from March 1st through February 28<sup>th</sup>. The term of AIMS shall automatically renew under the same terms and conditions of the Original Agreement upon extension of grant funding under award number H80CS00024.
- ii. Compensation** COUNTY shall provide one-time funding of **NINETY-NINE THOUSAND EIGHT HUNDRED ONE DOLLARS (\$99,282.00)** for the first program year beginning September 1, 2017 through February 28, 2019. Effective March 1, 2019, COUNTY will provide to AGENCY a recurring annual amount to exceed **EIGHTY-TWO THOUSAND DOLLARS (\$82,000.00)**.
- iii. Scope of Services.** AGENCY shall provide one (1) full-time licensed independent practitioner, other licensed or certified practitioner to engage HCH clients with group therapy, substance use disorder counseling, and co-occurring counseling. This additional staffing shall result in increased capacity to provide MAT services and evidence-based therapeutic practices for clients.

**c. Pinellas County Health Program (PCHP) client MAT services.**

- i. Term.** PCHP MAT program shall run from October 1, 2017, through September 30, 2022. The respective Parties reserve the right to renew this agreement based on availability of funds in the Human Services' General

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Fund Budget and satisfactory performance.

- ii. **Compensation.** The **COUNTY** shall provide to **AGENCY** an annual amount not to exceed **TWO HUNDRED FOUR THOUSAND DOLLARS (\$204,000.00)** for **PCHP MAT**.
- iii. **Scope of Services.** To expand MAT services to clients participating in the PCHP, the **AGENCY** shall ensure that approximately forty (40) PCHP clients will be given access to MAT services for opioid use and other substance use disorders per year. The **AGENCY** shall ensure that approximately forty (40) PCHP clients will be given access to MAT services for opioid use and other substance use disorders per year. Additionally, the clients will have access to electronic methods (eServices) to meet their needs, as necessary.

**d. Co-occurring Assistance Recovery Empowerment (C.A.R.E.) Team**

**i. Term.**

- 1. The term of the C.A.R.E Team program, funded under the 2018 Expanding Access to Quality Substance Use Disorder and Mental Health (SUD-MH) supplemental grant award (award number H80CS00024), shall run from September 1, 2018 through February 28, 2022. Following the initial program period, September 1, 2018 – February 28, 2020, the program year will run from March 1st through February 28<sup>th</sup>. Upon approval by HRSA, the C.A.R.E Team SUD-MH program period shall be prorated to coincide with the program period of grant award number H80CS00024 that runs

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from March 1 through February 28.

2. The term of C.A.R.E. Team program funded through **COUNTY** shall run September 1, 2018, through September 31, 2022. The respective Parties reserve the right to renew this agreement based on availability of funds in the Human Services' General Fund Budget and satisfactory performance.

**ii. Compensation.**

1. **COUNTY** shall pay **AGENCY ONE HUNDRED FORTY THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$140,750.00)** in annually recurring HRSA SUD-MH funding and; **ONE HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS (\$175,000.00)** in one-time HRSA SUD-MH funding (September 1, 2018 – August 31, 2019) for the C A.R.E. Team
2. **COUNTY** shall pay the **AGENCY** an amount not to exceed **TWO HUNDRED AND SEVENTY THOUSAND DOLLARS (\$270,000.00)** annually for the C.A.R.E. Team.

**iii. Statement of Work.** **AGENCY** shall establish a co-occurring intervention team to coordinate with St. Anthony's Hospital and BayCare Behavioral Health, Inc., (BayCare) to provide ongoing services and stabilization to HCH and high-utilizer clients as follows:

1. Under the **SUD-MH** supplemental grant award, **AGENCY** shall provide one (1) full-time Counselor and one (1) full-time Care Coordinator to be located at St. Anthony's Hospital This staff will

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identify HCH clients and/or HCH eligible individuals being treated at St. Anthony's Hospital and provide appropriate education, referrals, and connections to further treatment options. **AGENCY** shall perform outreach following discharge from St. Anthony's Hospital to encourage engagement in referred services. **AGENCY** shall enroll twenty-eight (28) HCH clients in MAT for opioid and other substance use disorders per year.

2. The **COUNTY** shall provide **AGENCY** with additional funding allocated to hire three (3) staff as part of the co-occurring intervention team and further coordinate services for high-need HCH clients within St. Anthony's Hospital and BayCare: one (1) full-time therapist, one (1) full-time nurse, and one (1) full-time team coordinator. **COUNTY** shall provide funding to **AGENCY** for residential substance abuse treatment, access to psychiatric care, and operational and administrative costs related to HCH client services provided through the co-occurring intervention team. **AGENCY** shall serve approximately 65 high-need HCH clients with mental health interventions annually.

**e. Pinellas County Homeless Overdose Mitigation & Engagement (HOME) Program**

- i. **Term.** The HOME Program shall run from December 2, 2019 through November 30, 2020. Consistent with the funding associated with the COOCLI under grant award number **G1999ONDGP06A**.

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ii. **Compensation.** \$117,739.00

iii. **Statement of Work** **AGENCY** shall hire two (2) part-time Case Managers to engage clients at locations of high overdose utilization. Case Managers will provide outreach, education, and linkages to treatment services to individuals at locations that experience a high frequency of overdoses in coordination with the Pinellas County Department of Health and consistent with the Grant Application attached hereto in Appendix A. **AGENCY** shall purchase Narcan, Narcan wall boxes, to be installed at high frequency overdose locations, and educational materials.

3. **Reimbursement & Invoicing**

- a) Reimbursement payments shall be made monthly and the **COUNTY** shall forward reimbursement payments to the **AGENCY** for services. Reimbursement requests shall be signed by an authorized **AGENCY** 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, where applicable and as necessary to meet HRSA requirements.
- b) Invoices shall be sent electronically to the Contract Manager on a monthly basis within fifteen (15) days of the end of the month. Invoicing due dates may be shortened as necessary to meet fiscal year deadlines or grant requirements. The **COUNTY** will not reimburse the **AGENCY** for any expenditures in excess of the amount budgeted without prior approval or notification.
- c) The **COUNTY** shall reimburse to the **AGENCY** in accordance with the Florida



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Prompt Payment Act upon receipt of invoice and required documentation by the Finance Division by the Clerk of the Circuit Court. When the required documentation and/or reports are incomplete or untimely, the **COUNTY** may withhold payment until such time as the **COUNTY** accepts the remedied documentation and/or reports

- d) 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 shall be withheld by the **COUNTY**.
- e) Any grant funds officially approved under this grant by the U.S. Department of Health and Human Services HRSA as carry forward funds may be incorporated for expenditure in the corresponding grant year upon written confirmation by Human Services without the need to further amend this Agreement.

**4. Performance Measures.**

The **AGENCY** agrees to submit a quarterly Program Outcomes Report (See Attachment 1) to the **COUNTY**. The **COUNTY** reserves the right to amend these data elements, performance measures, or reports as necessary to ensure that the overall programmatic purpose is demonstrated, quantified, and achieved. This report shall be submitted to the **COUNTY** no later than thirty (30) days following the end of the quarter. Where no activity has occurred within the preceding period, the **AGENCY** shall provide a written explanation for non-activity during the quarter. The report formats shall be prescribed and provided by the **COUNTY**.

**5. Pinellas Homeless Management Information System (PHMIS).**

**AGENCY** agrees to participate in and enter information into the Pinellas Homeless

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Management Information System (PHMIS) administered by the Pinellas Homeless Leadership Board (HLB), or similar system as required by the Pinellas County Homeless Continuum of Care.

**6. 211 Tampa Bay Cares Database**

As a condition of receipt of a funding award from Pinellas County, the **AGENCY** agrees to list new or updated program data in the 211 Tampa Bay Cares, Inc. online database.

**7. Universal Release of Information Form.**

As a condition of receipt of a funding award from Pinellas County, the **AGENCY** agrees to use a standard, community-wide Patient Authorization for Disclosure of Health Information - Universal Release of Information Form, upon request. The release covers general medical as well as Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), psychiatric, psychological, substance abuse information from medical record(s) in accordance with Florida Statutes 394.459, 381.004, 395.3025, and 90.503; 42 CFR, Part 2; and the Health Insurance Portability and Accountability act of 1996 (HIPAA) 45 CFR parts 160 and 164.

**8. Data Sharing.**

The **AGENCY** agrees to share data including as outlined in the Data Sharing Agreement and provide program and other information in an electronic format to the **COUNTY** for the sole purpose of data collection, research and policy development. (See Attachment 2)

**9. Monitoring.**

**AGENCY** will work with **COUNTY** to meet the requirements of 2 C.F.R. § 200.328 (Monitoring and reporting program performance) and 45 C.F.R. Subpart D §§ 75.341 – 75.385.

This may include, but is not limited to, the following:

- a) **AGENCY** will comply with **COUNTY** and departmental policies and procedures.
- b) **AGENCY** will cooperate in monitoring site visits including, but not limited to,

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review of staff, fiscal and client records, programmatic documents, and will provide related information at any reasonable time.

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

d) **AGENCY** will submit reports on any monitoring of the program funded in whole or in part by the **COUNTY** that are conducted by federal, state or local governmental agencies or other funders.

e) If the **AGENCY** receives accreditation reviews, each accreditation review will be submitted to the **COUNTY** after receipt by **AGENCY**.

f) All monitoring reports will be as detailed as may be reasonably requested by the **COUNTY** and will be deemed incomplete if not satisfactory to the **COUNTY** as determined in its sole reasonable discretion. Reports will contain the information or be in the format as may be requested by the **COUNTY**. If approved by the **COUNTY**, the **COUNTY** will accept a report from another monitoring agency in lieu of reports customarily required by the **COUNTY**.

**10. Federal Grant Requirements.**

a) The **AGENCY** will comply with Uniform Guidance established under 2 C.F.R. § 200 and 45 C.F.R. § 75 defining administrative requirements, cost principles, and audit requirements for Health and Human Services grant awards

b) The **AGENCY** will ensure that all reimbursed expenditures will be made in compliance with grant requirements

c) The **AGENCY** will maintain documentation as necessary to demonstrate compliance with required federal guidelines and will make documentation available upon request and during monitoring visits.

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d) The **AGENCY** will participate in monitoring of grant funded activities as determined necessary for compliance under grant awards **H80CS00024 & G1999ONDCP06A**.

e) If, in the **COUNTY'S** sole discretion, **AGENCY** has a history of failure to comply with the general or specific terms and conditions of the Federal award or fails to meet expected performance goals or is not otherwise responsible, the **COUNTY** may impose additional award conditions pursuant to 2 C.F.R. § 200.207 (Specific Conditions) and/or 45 C.F.R. § 75.207 (Specific Award Conditions).

**11. Documentation.**

The **AGENCY** shall maintain and provide the following documents upon request by the **COUNTY** within three (3) business days of receiving the request

- a) Articles of Incorporation
- b) AGENCY By-Laws
- c) Past 12 months of financial statements and receipts
- d) Membership list of governing board
- e) All legally required licenses
- f) Latest agency financial audit and management letter
- g) Biographical data on the AGENCY chief executive and program director
- h) Equal Employment Opportunity Program
- i) Inventory system – (equipment records)
- j) IRS Status Certification/501 (c) (3)
- k) Current job descriptions for staff positions
- l) Match documentation

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**12. Disaster Response**

**AGENCY** will provide the **COUNTY** with a current copy of their Continuity of Operations Plan. **AGENCY** will participate in community disaster response operations as requested by the **COUNTY**. The **COUNTY** agrees to support previously approved funded programs for a period of at least sixty (60) days after a disaster has been declared, provided the program agrees to address needs for disaster response and recovery efforts as directed by the **COUNTY**, unless otherwise indicated by a superseding authority such as state or federal government or licensing body. The **COUNTY** will seek to leverage the skills and services of the **AGENCY**, as appropriate or applicable; however, other disaster duties may be assigned. This period may be extended within the current contract period at the discretion of the Human Services Director.

**13. Special Situations.**

**AGENCY** agrees to inform **COUNTY** within one (1) business day of any circumstances or events which may reasonably be considered to jeopardize its capability to continue to meet its obligations under the terms of this Agreement. Incidents may include, but are not limited to, those resulting in injury, media coverage or public reaction that may have an impact on the **AGENCY**'s or **COUNTY**'s ability to protect and serve its participants, or other significant effect on the **AGENCY** or **COUNTY**. Incidents shall be reported to the designated **COUNTY** contact below by phone or email only. Incident report information shall not include any identifying information of the participant.

**14. Amendment/Modification.**

In addition to applicable federal, state and local statutes and regulations, this Agreement expresses the entire understanding of the parties concerning all matters covered herein. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal

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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 modifications that do not result in an increase of funding, change the purpose of this Agreement or otherwise amend the terms of this Agreement shall be submitted in the format prescribed and provided by the **COUNTY**. (See Attachment 3.)

**15. Closeout**

a) Upon termination in whole or in part, the parties hereto remain responsible for compliance with the requirements in 2 C.F.R. Part 200.343 (Closeout) and 2 C.F.R. Part 200.344 (Post-closeout adjustments and continuing responsibilities) and/or 45 C.F.R. §75.381 (Closeout) and 45 C.F.R. §75.386 (Post-closeout adjustments and continuing responsibilities).

b) This Agreement will not terminate until GRANT Closeout is completed consistent with GRANT requirements detailed in the Appendices attached hereto, and to the satisfaction of the COUNTY. Such requirements shall include but are not limited to submitting final reports and providing program deliverables and closeout information as requested by COUNTY, and/or GRANTOR.

c) All invoices and requests for reimbursement shall be submitted within 30 days following the end of the GRANT project and budget period.

d) This provision shall survive the expiration or termination of this Agreement.

**16. Cancellation.**

a) If the **AGENCY** fails to fulfill or abide by any of the provisions of this Agreement, **AGENCY** shall be considered in material breach of the Agreement. Where a material breach can be corrected, **AGENCY** shall be given thirty (30) days to cure said breach. If **AGENCY** fails to cure, or if the breach is of the nature that the harm caused cannot be undone, **COUNTY** may

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immediately terminate this Agreement, with cause, upon notice in writing to the **AGENCY**.

b) In the event the **AGENCY** uses any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, the **AGENCY** shall, at the option of the **COUNTY**, repay such amount and be deemed to have waived the privilege of receiving additional funds under this Agreement

c) In the event budgeted funds are not available for a new fiscal period or are otherwise encumbered, the **COUNTY** shall notify the **AGENCY** of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the **COUNTY**.

d) The **COUNTY** and the Grantor may only terminate this agreement in accordance with 2 C.F.R. § 200.339 (Termination).

**17. Assignment/Subcontracting.**

a) This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

b) The **AGENCY** is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. The **AGENCY** shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the **COUNTY**, without the prior written consent of the **COUNTY**, which shall be determined by the **COUNTY** in its sole discretion.

**18. Non-Exclusive Services.**

This is a non-exclusive Agreement. During the term of this Agreement, and any

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extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

**19. Indemnification.**

The **AGENCY** agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the **COUNTY**, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the **COUNTY**, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of **AGENCY**; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the **COUNTY**.

**20. HIPAA**

a) The **AGENCY** is a covered entity and **AGENCY** agrees to use and disclose Protected Health Information in compliance with the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and shall disclose any policies, rules or regulations enforcing these provisions upon request

**21. Insurance.**

The **AGENCY** shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment 4 and provide a Certificate of Insurance to the



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**COUNTY.** The insurance requirements shall remain in effect throughout the term of this Agreement.

**22. Public Entities Crimes.**

The **AGENCY** is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to the **COUNTY** that the **AGENCY** is qualified to transact business with public entities in Florida and that its performance of the Agreement will comply with all applicable laws including those referenced herein. The **AGENCY** represents and certifies that the **AGENCY** is and will at all times remain eligible for and perform the services subject to the requirements of these, and other applicable, laws. The **AGENCY** agrees that any contract awarded to the **AGENCY** will be subject to termination by the **COUNTY** if the **AGENCY** fails to comply or to maintain such compliance.

**23. Business Practices.**

a) The **AGENCY** shall utilize financial procedures in accordance with generally accepted accounting procedures and Florida Statutes, including adequate supporting documents, to account for the use of funds provided by the **COUNTY**.

b) The **AGENCY** shall retain all records (programmatic, property, personnel, and financial) relating to this Agreement for three (3) years after final payment is made.

c) All **AGENCY** records relating to this Agreement shall be subject to audit by the **COUNTY** and shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. In addition, the **AGENCY** shall provide an independent audit to the **COUNTY**, if so requested by the **COUNTY**.

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**24. Nondiscrimination.**

a) The **AGENCY** shall not discriminate against any applicant for employment or employee with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment or against any client because of age, sex, race, ethnicity, color, religion, national origin, disability, marital status, or sexual orientation.

b) The **AGENCY** shall not discriminate against any person on the basis of age, sex, race, ethnicity, color, religion, national origin, disability, marital status or sexual orientation in admission, treatment, or participation in its programs, services and activities.

c) The **AGENCY** shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

d) At no time will clients served under this Agreement be segregated or separated in a manner that may distinguish them from other clients being served by the **AGENCY**.

**25. Interest of Members of County and Others.**

No officer, member, or employee of the **COUNTY**, and no member of its governing body, and no other public official of the governing body of any locality in which the program is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of this program, shall participate in any decisions relating to this Agreement which affect his/her personal interest or the interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested; nor shall any such officer, member, or employee of the **COUNTY**, or any member of its governing body, or public official of the governing body, or public official of the governing body of any locality in which the program is situated or being carried out, who exercises any functions or responsibilities in the review or

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approval of the undertaking or carrying out of this program, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**26. Conflict of Interest.**

The **AGENCY** shall promptly notify the **COUNTY** in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the **AGENCY** is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the **AGENCY** may identify the prospective business association, interest or circumstance, the nature of work that the **AGENCY** may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the **AGENCY**. The **COUNTY** agrees to notify the **AGENCY** of its opinion within (10) calendar days of receipt of notification by the **AGENCY**, which shall be binding on the **AGENCY**.

**27. Independent Contractor.**

It is expressly understood and agreed by the parties that **AGENCY** is at all times hereunder acting and performing as an independent contractor and not as an agent, servant, or employee of the **COUNTY**. No agent, employee, or servant of the **AGENCY** shall be, or shall be deemed to be, the agent or servant of the **COUNTY**. None of the benefits provided by the **COUNTY** to their employees including, but not limited to, Worker's Compensation Insurance and Unemployment Insurance are available from **COUNTY** to the employees, agents, or servants of the **AGENCY**.

**28. Non-Expendable Property.**

For the purposes of this Agreement, non-expendable property shall mean all property which will not be consumed or lose its identity, which costs \$5,000.00 more per unit, and which has a life expectancy in excess of one year.

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a) The **AGENCY** shall list any non-expendable property purchased by these funds according to description, model, serial number, date of acquisition, and cost

b) The **COUNTY** reserves the right to have its agent personally inspect said property.

c) The **AGENCY** shall own any non-expendable property purchased by funds from this grant subject to the following conditions:

1. The **AGENCY** shall not sell said property within one year of purchase unless express permission is obtained from the **COUNTY** in writing;

2. The **AGENCY** shall use said property for the purposes of the program herein, or for similar purposes;

3. The **COUNTY** shall have the right to take exclusive possession, control, and all other ownership rights of said property whose value exceeds \$5,000.00 at any time prior to the expiration of this Agreement, if the **AGENCY** violates any provision of this Agreement, or if the **AGENCY** fails to use the property for the purposes of the project herein, or if the **AGENCY** ceases to exist for the purposes of this Agreement; and

4. The **AGENCY** shall reimburse funds to the **COUNTY** totaling a proportional share of the fair value of any non-expendable property purchased by the **AGENCY** with funding obtained through this Agreement: i. which is sold, ii. or if the **AGENCY** fails to use the property for the purposes of the project herein, iii. or if the **AGENCY** ceases to exist for the purposes of this Agreement. The share due the **COUNTY** shall be determined by the proportion of **COUNTY** funding used to purchase non-expendable property. The **COUNTY** at its option may waive this requirement and allow the **AGENCY** to retain any funds received from such sale.

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**29. Additional Funding.**

Funds from this Agreement shall not be used as the matching portion for any federal grant except in the manner provided by Federal and State law and applicable Federal and State rules and regulations. The **AGENCY** agrees to make all reasonable efforts to obtain funding from additional sources wherever said **AGENCY** may qualify. Should this Agreement reflect a required match, documentation of said match is required to be provided to the **COUNTY**.

**30. Governing Law.**

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

**31. Public Records.**

The **AGENCY** acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. The **AGENCY** agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and the **AGENCY** policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the **AGENCY** agrees to charge 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.

**32. Conformity to the Law.**

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

**33. Prior Agreement, Waiver, and Severability.**

This Agreement supersedes any prior Agreements between the Parties and is the sole basis

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for agreement between the Parties. The waiver of either party of a violation or default of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent violation or default hereof. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**34. Agreement Management.**

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

Tim Burns  
Pinellas County Human Services  
440 Court Street, 2<sup>nd</sup> Floor  
Clearwater, Florida 33756

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


Dianne Clarke, Ph.D., CAP  
Operation PAR, Inc.  
6655 66<sup>th</sup> Street North  
Pinellas Park, FL 33781

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on  
the day and year written below.

**PINELLAS COUNTY, FLORIDA**, acting by and  
through its County Administrator


By:   
Barry A. Burton

Dated: February 21, 2020

ATTEST:


**OPERATION PAR, INC.**

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

By:   
Dianne Clarke, CEO

Date: 1-21, 2020

APPROVED AS TO FORM

By:   
Office of the County Attorney  
Assistant County Attorney