

HUMAN SERVICES SUBRECIPIENT FUNDING AGREEMENT

THIS AGREEMENT (hereinafter “Agreement”), is effective as of the date entered below, 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 66th Street North, Pinellas Park, FL 33781, hereinafter called the "**AGENCY**."

WITNESSETH:

WHEREAS, the **COUNTY** desires to provide for local community mental health and substance abuse treatment services within Pinellas County; and

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

WHEREAS, the **COUNTY**, in partnership with local providers and stakeholders, applied for and received a Federal Grant Award from the Department of Justice (DOJ), Office of Justice Program (OJP), Bureau of Justice Assistance (BJA), hereinafter referred to as the “Grantor”, under the 2020 Comprehensive Opioid, Stimulant, and Substance Abuse Site-Based Program, hereinafter referred to as the “Grant”; and

WHEREAS, pursuant to Federal Super Circular Section 2 C.F.R. § 200.330 the **COUNTY** is responsible for making a determination as to whether the party receiving the federal program funds provided by this grant is a subrecipient or contractor; and

WHEREAS, pursuant to Federal Super Circular Section 2 C.F.R. § 200.74, the **COUNTY** is a pass-through entity for purposes of this Federal award; and

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 substance abuse and/or mental health provider in the County;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Recitals.

The above “WHEREAS” clauses are incorporated into and are made a part of this Agreement.

2. 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 Grant Application, Appendix B contains the Project Budget, Appendix C contains the Grant Notice of Award, Appendix D contains Grant Funding Conditions. As a requirement for submitting the Grant Application to Grantor, Grantee executed certifications similar to those found in Appendix D.

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 2 C.F.R. § 200.331(a)(1), follows:

(i) Subrecipient’s name: **Operation PAR, Inc.**

(ii) Subrecipient’s Unique Entity Identifier or Data Universal Numbering System (DUNS) number: **08-927-7602**

(iii) Federal Award Identification Number: **2020-AR-BX-0055**

(iv) Federal Award Date: **10/1/2020**

(v) Subaward Period of Performance Start and End Date: **10/1/2020 to 09/30/2023**

(vi) Amount of Federal Funds Obligated by this Action by the Pass Through-Entity to the Subrecipient: **\$398,221.00 per year; \$1,194,663.00 total**

(vii) Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation: **\$1,894,402.00**

(viii) Total Amount of the Federal Award: **\$1,199,163.00**

(ix) Federal Award Project Description, as Required to be Responsive to the Federal Funding Accountability and Transparency Act:

**Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program: Local
or Tribal**

(x) Name of Federal Awarding Agency, Pass-Through Entity, and Contact Information for Awarding Official of the Pass-Through Entity:

Federal Awarding Agency:

Department of Justice, Office of Justice Programs, Bureau of Justice Assistance

Pass-Through Entity:

Pinellas County Board of County Commissioners

Contact Information for Awarding Official of the Pass-Through Entity:

Daisy Rodriguez, Director, Pinellas County Human Services

440 Court Street, 2nd Floor

Clearwater, FL 33756

(xi) CFDA Number and Name; the Pass-Through Entity Must Identify the Dollar Amount Made Available Under Each Federal Award and the CFDA Number at Time of Disbursement:

CFDA Number (at time of disbursement): **16.838**

CFDA Name:

Comprehensive Opioid Abuse Site-Based Program

Total Dollar Amount Available Under this Federal Award:

\$1,199,163 total

(xii) Identification of Whether the Award is R&D: **Award is not R&D.**

(xiii) Indirect Cost Rate for the Federal Award: **14.06%**

3. Scope of Services.

AGENCY shall provide for staff, direct services, and operations for the Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program (COSSAP), to include:

- a) Program supervision and grant data analysis;
- b) Treatment staff consisting of approximately one (1) full-time equivalent (FTE) Case Manager, one (1) FTE Counselor, and one (1) FTE Peer Recovery Support Specialist, to provide direct treatment services to the program participants;
- c) Medication Assisted Treatment (MAT) services, to include Vivitrol, Methadone and/or Buprenorphine, as determined necessary;
- d) Short Term Residential Treatment, as determined necessary; and,
- e) Naloxone distribution to law enforcement, first responders, individuals and families.

Services and staffing model may be adjusted as needed to effectuate this program, with written approval from the **COUNTY** and in accordance with Grantor terms and conditions, without the need to further amend this Agreement.

4. Term of Agreement.

Reimbursement for services and costs rendered by **AGENCY** retroactive to February 1, 2021, and may be invoiced following execution of this Agreement, and the Agreement shall expire on September 30, 2023. All services are to be completed by September 30, 2023. Services shall not be rendered by **AGENCY** until Grantor provides notice to **COUNTY** that Grant program costs can be incurred. This Agreement may be renewed based on the expiration of the initial term, as

approved by the Grantor, by mutual agreement of the parties in writing. This option shall be exercised only if all terms and conditions remain the same.

5. Compensation.

a) The **COUNTY** agrees to pay the **AGENCY** an amount not to exceed **THREE HUNDRED NINETY-EIGHT THOUSAND TWO HUNDRED TWENTY-ONE DOLLARS AND NO CENTS** (\$398,221.00) per fiscal year, for a total three-year amount not to exceed \$1,194,663.00, for the services described in Section 3 of this Agreement.

b) All requests for reimbursement payments must be submitted on a monthly basis and shall consist of an invoice for the monthly amount accompanied by receipts or canceled checks for expenditures; timecards, paystubs, time and effort sheets, and/or payroll registers; and/or other documents demonstrating program expenditures or required by grant funding, as determined necessary by the **COUNTY** through its Human Services Department. The **COUNTY** shall not reimburse the **AGENCY** for any expenditures in excess of the amount budgeted without prior approval or notification.

c) Invoices shall be sent electronically to the **COUNTY** through its Human Services Department on a monthly basis within forty-five (45) days of the end of the quarter. If **AGENCY** is unable to submit an invoice within forty-five (45) days of the end of the quarter, late invoices may be considered for reimbursement with written notice from the **AGENCY** and at the discretion of the **COUNTY**, so long as all other terms and conditions of this Agreement are met. Invoicing due dates may be shortened as necessary to meet fiscal year deadlines or grant requirements.

d) 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 1)

e) The **COUNTY** shall reimburse to the **AGENCY** in accordance with 2 C.F.R. § 200.305(b) 3, upon receipt of proper invoice and required documentation by the Finance Division of the Clerk of the Circuit Court.

f) Any funds expended in violation of this Agreement or in violation of appropriate Federal, State, and County requirements shall be refunded in full to the **COUNTY**. If this Agreement is still in force, future payments shall be withheld by the **COUNTY**.

6. Performance Measures.

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

7. 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.

8. Multiparty Release of Information Form.

As a condition of receipt of a funding award from Pinellas County, the **AGENCY** agrees to use and promote the use of a standard, community-wide Patient Authorization for Disclosure of Health Information - Multiparty Release of Information Form, upon request. The release covers general medical as well as Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), psychiatric, psychological, substance abuse information from medical

record(s) in accordance with Florida Statutes 394.459, 381.004, 395.3025, and 90.503; 42 CFR, Part 2; and the Health Insurance Portability and Accountability act of 1996 (HIPAA) 45 CFR parts 160 and 164.

9. Data Sharing.

The **AGENCY** agrees to share data as outlined in the Data Sharing Agreement, incorporated by reference hereto and attached as Attachment 2, and to and provide program and other information in an electronic format to the **COUNTY** for the sole purpose of data collection, research and policy development.

10. Monitoring.

AGENCY will work with **COUNTY** to meet the requirements of 2 C.F.R. § 200.328 (Monitoring and reporting program performance). 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, 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.

11. Federal Grant Requirements.

a) The AGENCY will comply with Uniform Guidance established under 2 C.F.R. § 200 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.

d) The AGENCY will participate in monitoring of grant funded activities as determined necessary for compliance under federal award **2020-AR-BX-0055**.

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).

12. 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

13. Disaster Response

1. Emergency, Disaster, or Critical Event Response.

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

- a. **AGENCY** will work with the **COUNTY**, through its Human Services and Emergency Management Departments, to prepare and respond in the event of an emergency, disaster, or critical event response.

b. **AGENCY** will work on its Continuity of Operations Plan and Disaster Response Plan in coordination with the **COUNTY**, as set forth above, including staffing plans where necessary and appropriate. A copy will be provided to the **COUNTY** each year prior to June 1st or otherwise upon request.

c. The **COUNTY** agrees to support previously approved funded programs for a period of at least sixty (60) days after a disaster has been declared, provided the program agrees to address needs for disaster response and recovery efforts as directed by the **COUNTY**, unless otherwise indicated by a superseding authority such as state or federal government or licensing body. This period may be extended within the current contract period at the discretion of the Human Services Director.

d. The **COUNTY** will seek to leverage the contracted skills and services of the **AGENCY**, as appropriate or applicable; however, other duties may be assigned as required by the **COUNTY** for response. This may include reassignment of **COUNTY** funded staff and resources under the agreement or other dedicated **AGENCY** assistance to aid with community response.

e. Cooperative plans regarding preparedness and emergency event operations will be developed and maintained by the **COUNTY** and **AGENCY** as necessary for response. These plans will be implemented using the County's established activation process for events. For man-made or sudden onset events the **COUNTY** and **AGENCY** will discuss community impacts and decide how best to meet the community's response. Along with immediate response, **AGENCY** agrees to participate in follow-up activities to help stabilize the community in a coordinated manner such as resource connection events, outreach, and adjustments to service delivery to meet needs.

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

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

14. 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. Circumstances or events may include, but are not limited to, those resulting in injury, media coverage or public reaction that may have an impact on the **AGENCY**'s or **COUNTY**'s ability to protect and serve its participants, or other significant effect on the **AGENCY** or **COUNTY**. Circumstances or events shall be reported to the designated **COUNTY** contact in the form prescribed by the **COUNTY**.

15. 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. Except as indicated in Sections (3) and (4), no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved by the parties. Budget or operational modifications that do not result in an increase of funding, change the purpose of this Agreement or otherwise amend the terms of this Agreement shall be submitted in the format prescribed and provided by the **COUNTY**.

16. 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).

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.

17. Termination.

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

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

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

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

18. 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.

19. Non-Exclusive Services.

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 services as it determines necessary in its sole discretion.

20. 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**.

21. HIPAA

a) The **AGENCY** agrees to execute a HIPAA Business Associate Agreement upon execution of this Agreement.

b) 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.

22. Insurance.

The **AGENCY** shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment 3, and provide a Certificate of Insurance to the **COUNTY**. The insurance requirements shall remain in effect throughout the term of this Agreement.

23. 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.

24. 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**.

25. Public Records.

The **AGENCY** acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. The **AGENCY** agrees that prior to providing services it will implement policies

and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and the **AGENCY** policies, including but not limited to the Section 119.0701, Florida Statutes. Specifically, section 119.0701 requires **AGENCY** perform the following:

- a. Keep and maintain public records required by the **COUNTY** to perform the service.
- b. Upon request from the **COUNTY**'s custodian of public records, provide the **COUNTY** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the **AGENCY** does not transfer the records to the **COUNTY**.
- d. Upon completion of the contract, transfer, at no cost to the **COUNTY**, all public records in possession of the **AGENCY** or keep and maintain public records required by the **COUNTY** to perform the service. If the contractor transfers all public records to the **COUNTY** upon completion of the contract, the **AGENCY** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **AGENCY** keeps and maintains public records upon completion of the contract, the **AGENCY** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the **COUNTY**, upon request from the **COUNTY**'s public agency's custodian of public records, in a format that is compatible with the information technology systems of the **COUNTY**.

IF THE **AGENCY** HAS QUESTIONS REGARDING THE APPLICATION OF

CHAPTER 119, FLORIDA STATUTES, TO THE **AGENCY'S** DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Public Records Liaison
440 Court St., 2nd Floor
Clearwater, FL 33756
astanton@pinellascounty.org
(727) 464-8437

26. 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**.

27. Conflicts of Interest.

a. No officer, member, or employee of the **COUNTY**, and no member of its governing body, and no other public official of the governing body of any locality in which the program is situated or being carried out who exercises any functions or responsibility in the review

or approval of the undertaking or carrying out of this program, shall participate in any decisions relating to this Agreement which affect his/her personal interest or the interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested; nor shall any such officer, member, or employee of the **COUNTY**, or any member of its governing body, or public official of the governing body, or public official of the governing body of any locality in which the program is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this program, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

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

28. 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.

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. Conformity to the Law.

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

32. Prior Agreement, Waiver, and Severability.

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

33. 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, 2nd Floor
Clearwater, FL 33756

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

Dianne Clarke, CEO
Operation PAR, Inc.
6655 66th Street North
Pinellas Park, FL 33781

SIGNATURE PAGE FOLLOWS

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



PINELLAS COUNTY, FLORIDA

By: *[Signature]*
Deputy Clerk

By: *Dave Eggers*
Dave Eggers, Board Chair

Dated: February 9, 2021

ATTEST:

OPERATION PAR, INC.

By: *Lori Andrews*

By: *Dianna L. Clarke, PhD*
Dianne Clarke, CEO

Date: 1/12, 2021

APPROVED AS TO FORM

By: *Matthew Tolnay*
Office of the County Attorney