

HUMAN SERVICES FUNDING AGREEMENT
FIRST RENEWAL AND AMENDMENT
Legistar # 22-0965

THIS FIRST RENEWAL and AMENDMENT is effective upon the date executed below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "**COUNTY**", and **FAMILY SUPPORT SERVICES OF SUNCOAST, INC.**, a non-profit Florida corporation, whose address is 8550 Ulmerton Road, Suite 130, Largo, FL 33771 hereinafter referred to as "**AGENCY**". The Parties hereby amend the HUMAN SERVICES FUNDING AGREEMENT (Agreement) between the **COUNTY** and **AGENCY** dated April 5, 2022, related to grant number 2019-YB-FX-K002

WITNESSETH:

WHEREAS, the **COUNTY** desires to provide for local services that support child welfare 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 U.S. Department of Justice, hereinafter referred to as the grantor, under the 2019 Opioid Affected Youth Initiative grant program, hereinafter referred to as "the grant"; and

WHEREAS, the **COUNTY** received approval from the grantor to enter into an agreement with the **AGENCY** as a sole source provider; and

WHEREAS, the **COUNTY** recognizes that the **AGENCY** is providing an essential service within the community; 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, 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, 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 the lead child welfare community-based agency in the County;

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

1. The above “WHEREAS” clauses are incorporated into and are made a part of this Agreement.
2. This Agreement is hereby renewed pursuant to Section 3 thereof, effective October 1, 2022, and continuing for a period of 12 months from that date unless terminated or cancelled as provided therein.
3. Section 1(v-vii), of “Specific Grant Information” is hereby amended as follows:
 - v. Subaward Period of Performance Start and End Date: 1/1/2022 to 9/30/23
 - vi. Amount of Federal Funds Obligated by this Action by the Pass Through-Entity to the Subrecipient: \$205,721.00
 - vii. Total Amount of Federal Funds Obligated to the Agency by the Pass-Through Entity Including the Current Obligation: \$205,721.00
4. Section 4(a) “Compensation” is hereby amended to read:
 - a) The **COUNTY** agrees to pay the **AGENCY** a total amount not to exceed \$205,721.00, for services described in Section 2 for the term beginning January 1, 2022, through September 30, 2023, on a cost-reimbursement basis.

5. Except as herein provided, all other terms and conditions of the Agreement remain in full force and effect.

SIGNATURE PAGE FOLLOWS

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

APPROVED AS TO FORM

By: Cody J. Ward
Office of the County Attorney

PINELLAS COUNTY, FLORIDA, by and through its County Administrator

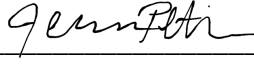
By: 
Barry A. Burton

Date: December 1, 2022

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: _____
Assistant County Attorney

FAMILY SUPPORT SERVICES OF
SUNCOAST, INC.

By: 
President/CEO
Title

Date: 11/16/2022, 2022

HUMAN SERVICES FUNDING AGREEMENT

THIS AGREEMENT (Agreement), effective upon the date executed below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**COUNTY**," and **Family Support Services of Suncoast, Inc.** a non-profit Florida corporation, whose address is 8550 Ulmerton Road, Suite 130, Largo, FL 33771, hereinafter called the "**AGENCY**."

WITNESSETH:

WHEREAS, the **COUNTY** desires to provide for local services that support child welfare 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 U.S. Department of Justice, hereinafter referred to as the grantor, under the 2019 Opioid Affected Youth Initiative grant program, hereinafter referred to as "the grant"; and

WHEREAS, the **COUNTY** received approval from the grantor to enter into an agreement with the **AGENCY** as a sole source provider; and

WHEREAS, the **COUNTY** recognizes that the **AGENCY** is providing an essential service within the community; 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, 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, 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 the lead child welfare community-based agency in the County;

NOW, THEREFORE, the parties hereto do mutually agree 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 Grant Application, Appendix B contains the Project Budget, Appendix C contains the Grant Notice of Award, and Appendix D contains Grant Funding Conditions.

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) Agency's name: **Family Support Services of Suncoast, Inc.**

(ii) Agency's Unique Entity Identifier or Data Universal Numbering System (DUNS) number: 045155908

(iii) Federal Award Identification Number: **2019-YB-FX-K002**

(iv) Federal Award Date: **09/29/2019**

(v) Subaward Period of Performance Start and End Date: **1/1/2022 to 9/30/2022**

(vi) Amount of Federal Funds Obligated by this Action by the Pass Through-Entity to the Subrecipient: **\$145,639.00**

(vii) Total Amount of Federal Funds Obligated to the Agency by the Pass-Through Entity Including the Current Obligation: **\$145,639.00**

(viii) Total Amount of the Federal Award: **\$1,000,000.00**

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

Aiding Drug Impacted Children In Out-of-Home Care

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

Federal Awarding Agency:

**U.S. Department of Justice, Office of Justice Programs, Office of Juvenile Justice
and Delinquency Prevention**

Pass-Through Entity:

Pinellas County Board of County Commissioners

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

Karen Yatchum, 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): **16.842**

CFDA Name: **Opioid Affected Youth Initiative**

Total Dollar Amount Available Under this Federal Award: **\$1,000,000.00**

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

(xiii) Indirect Cost Rate for the Federal Award: **0%**

2. Scope of Services.

AGENCY agrees to secure and provide supportive services under their Purchase of Service (POS) system for families participating the Opioid Affected Youth Initiative (OAYI) Program, to include service providers such as The Sunshine Method, Operation PAR, Inc., Youth Advocate Programs, and other services and providers based upon individual case need.

Additionally, **AGENCY** agrees to provide personnel as follows: One (1.0) full-time Case Manager and 0.1 full-time Supervisor to support the OAYI program participants. These grant funded positions are intended for dedicated staff to provide services for participants in Early Childhood Court (ECC) and Dependency Drug Court (DDC). Program staff or an **AGENCY** representative shall attend OAYI Program steering/workgroup planning meetings and shall participate in program training and technical assistance visits. The scope of services may be adjusted from time to time through mutual written agreement of the parties without the need to further amend this Agreement, so long as the adjustments align with grant requirements and the public purpose of this funding.

3. Term of Agreement.

The **AGENCY** shall be eligible for reimbursement of services provided under this agreement beginning January 1, 2022, and the agreement shall expire on September 30, 2022. This Agreement may be renewed based on the expiration of the initial term, by mutual agreement of the parties in writing, without the need to further amend this Agreement. This option shall be exercised only if all terms and conditions remain the same.

4. Compensation.

a) The **COUNTY** agrees to pay the **AGENCY** a total amount not to exceed **\$145,639.00**, for the services described in Section 2 and the term duration described in Section 3 of this Agreement, on a cost-reimbursement basis.

b) All requests for reimbursement payments must be submitted on a monthly basis

and shall consist of an invoice for the monthly amount, signed by an authorized **AGENCY** representative, and accompanied by documentation of expenses incurred, such as paystubs, timecards, receipts, etc. For any grant-funded staff providing full-time dedication to the project, a minimum of semi-annual certification confirming 100% time and effort, signed by the employee and their supervisor must be submitted. Invoices shall be sent electronically to the Contract Manager on a monthly basis within thirty (30) days of the end of the month. The **COUNTY** shall not reimburse the **AGENCY** for any expenditures in excess of the amount budgeted without prior approval or notification. Invoicing due dates may be shortened as necessary to meet fiscal year deadlines or grant requirements. The **COUNTY** shall not reimburse **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 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. 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**.

5. Performance Measures.

a) The **AGENCY** agrees to submit quarterly data, outcome reports, and updates as defined in the Opioid Affected Youth Memorandum of Understanding and will comply with grant reporting requirements. A copy of these reports shall also 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. MOU reports will include the following item which may be amended by written notification as required for program adherence:

- i. Provide data on a quarterly basis to the Project Director pertaining to the number of children receiving Purchase-of-Service (POS) services through grant funding, the number and the types of services being utilized.
- ii. Provide data on a quarterly basis to the Project Director regarding the work of the Case Manager including the number of families served and any services provided to assist targeted children and their families. If these positions are subcontracted, the **AGENCY** shall collect the data by the project deadline.
- iii. Provide data on a quarterly basis to the Project Director regarding child engagement in services through contracted child welfare case management, whether sub-contracted or otherwise.
- iv. Provide data, whether directly or through subcontracted child welfare case management entities, to the Court's DDC Court Program Specialist or the ECC Community Coordinator regarding the reasons for removal for each child entering DDC or ECC.
- v. Provide data whether directly or through subcontracted child welfare case management entities, to the Court's DDC Court Program Specialist or the ECC Community Coordinator regarding any known sex and/or labor trafficking for each child entering DDC or ECC, whether directly or through subcontracted child welfare case management entities.
- vi. Provide data, whether directly or through subcontracted child welfare case management entities, to the Court's DDC Court Program Specialist or the

ECC Community Coordinator regarding new abuse reports filed and re-removals for children currently in the DDC and ECC.

b) The **AGENCY** shall utilize an existing baseline for service levels and staffing levels for Pinellas County families for previous two (2) years. Baseline services and staffing levels will include: number of youths served by the **AGENCY**, number of services delivered, type of services delivered, total services delivered, and total staff by type each broken out by funding source. The **AGENCY** agrees to provide ongoing, monthly reports that compare the baseline services and staffing with a separate breakdown of Opioid Affected Youth Grant funded services and staffing including but are not limited to: number of services delivered by grant personnel, types of services delivered by grant personnel and number of youths served by grant personnel.

c) Additionally, the **COUNTY** requests monthly reports from the **AGENCY** to help inform community efforts on substance abuse and opioid impacts. These reports include, but are not limited to, the following data elements where available: drug exposed newborns removed from the home, drug exposed children removed from the home, zip codes for the locations of youth removals, substance abuse referrals for children, substance abuse referrals for parents, number of referrals by types of substances reported or observed, number of removals due to opioid exposure, and housing status for families involved with the **AGENCY**.

d) The **COUNTY** reserves the right to amend data elements, performance measures, or reports as necessary to ensure that the overall programmatic purpose is demonstrated, quantified, and achieved.

6. 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 1)

7. 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**.

8. 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 federal 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 **2019-YB-FX-K002**.

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).

9. 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, licenses, and background checks for funded staff.
- l) Match documentation

10. 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.

11. 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.

12. Amendment/Modification.

In addition to applicable federal, state and local statutes and regulations, this Agreement expresses the entire understanding of the parties concerning all matters covered herein. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved by the parties. Budget

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**.

13. 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.

14. Cancellation.

a) The **COUNTY** reserves the right to cancel this Agreement without cause by giving thirty (30) days prior notice to the **AGENCY** in writing of the intention to cancel. Failure of the **AGENCY** to comply with any of the provisions of this Agreement shall be considered a 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, 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 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).

15. Assignment/Subcontracting.

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

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

16. Non-Exclusive Services.

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.

17. Indemnification.

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

18. HIPAA

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

19. Insurance.

The **AGENCY** shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment 2 and provide a Certificate of Insurance to the **COUNTY**. The insurance requirements shall remain in effect throughout the term of this Agreement.

20. Public Entities Crimes.

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

21. Business Practices.

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

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

c) All **AGENCY** records relating to this Agreement shall be subject to audit by the **COUNTY** and 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**.

22. 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**.

23. Interest of Members of County and Others.

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

24. 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**.

25. 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**.

26. 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.

- 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:
 - i. The **AGENCY** shall not sell said property within one year of purchase unless express permission is obtained from the **COUNTY** in writing;
 - ii. The **AGENCY** shall use said property for the purposes of the program herein, or for similar purposes;

- iii. 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
- iv. 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 which is sold, 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. 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.

27. 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**.

28. Governing Law.

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

29. 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 to comply with policies and procedures regarding public records in accordance with applicable laws and regulations including but not limited to Section 119.0701, Florida Statutes. As such, the **AGENCY** shall:

- 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 this chapter 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 **AGENCY** 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 **COUNTY** 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 custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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 (727) 464-8437, astanton@co.pinellas.fl.us, or 440 Court Street, 2nd Floor, Clearwater 33756.

30. Conformity to the Law.

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

31. E-Verify.

a) The **AGENCY** must register with and use the E-verify system in accordance with Florida Statute 448.095.

b) If **AGENCY** enters a contract with a Subcontractor, the Subcontractor must provide the **AGENCY** with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

c) If the **COUNTY**, **AGENCY**, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1), the party shall immediately terminate the contract with the person or entity.

d) If the **COUNTY** has a good faith belief that a Subcontractor knowingly violated this provision, but the **AGENCY** otherwise complied with this provision, the County will notify the **AGENCY** and order that the **AGENCY** immediately terminate the contract with the Subcontractor.

e) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may

be challenged to Section 448.095(2)(d), Florida Statute. **AGENCY** acknowledges upon termination of this agreement by the **COUNTY** for violation of this section by **AGENCY**, **AGENCY** may not be awarded a public contract for at least one (1) year. **AGENCY** acknowledges that **AGENCY** is liable for any additional costs incurred by the **COUNTY** as a result of termination of any contract for a violation of this section.

f) **AGENCY** shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. **AGENCY** shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

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**:


Abigail Stanton, Director of Contracts
Pinellas County Human Services
440 Court Street, 2nd Floor
Clearwater, Florida 33756

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

Deborah Wilson, Director of Contracts and Compliance
Family Support Services of SunCoast, Inc.
8550 Ulmerton Rd., Suite 130
Largo, FL 33771

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

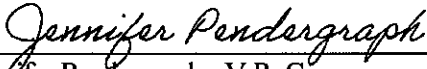
PINELLAS COUNTY, FLORIDA, by and through its County Administrator

By: 
Barry A. Burton, County Administrator

Date: April 5, 2022

APPROVED AS TO FORM
By: Matthew Tolnay
Office of the County Attorney

FAMILY SUPPORT SERVICES OF SUNCOAST, INC.


Jennifer Pendergraph, V.P. Case Management Services

Date: _____, 2022

Attachment 1

Data Sharing Agreement

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

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

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

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

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

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

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

Attachment 2

INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

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

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

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

AGENCY shall also notify **COUNTY** within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said **AGENCY** from its insurer. Notice shall be given to: **Pinellas COUNTY Risk Management Department**, InsuranceCerts@pinellascounty.org; and nothing contained herein shall absolve **VENDOR** of this requirement to provide notice.

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

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

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

- (1) The Named Insured on the Certificate of Insurance must match the entity's name that is signing the Agreement.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against **COUNTY** for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of the **AGENCY**.
- (3) The term "**COUNTY**", or "**Pinellas COUNTY**" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of **COUNTY** and individual members, employees thereof in their official capacities, and/or while acting on behalf of **Pinellas COUNTY**.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by **COUNTY** or any such future coverage, or to **COUNTY**'s Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.

Attachment 2

INSURANCE REQUIREMENTS

- (6) Any certificate of insurance evidencing coverage provided by a leasing company for either Workers Compensation or Commercial General Liability shall have a list of covered employees certified by the leasing company attached to the Certificate of Insurance. The **COUNTY** shall have the right, but not the obligation to determine that the **AGENCY** is only using employees named on such list to perform work for the **COUNTY**. Should employees not named be utilized by **VENDOR**, the **COUNTY**, at its option may stop work without penalty to the **COUNTY** until proof of coverage or removal of the employee by the **AGENCY** occurs, or alternatively find the **AGENCY** to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of **Pinellas COUNTY** from the **AGENCY**.
- (8) The insurance requirements for this Agreement, which shall remain in effect throughout its duration, are as follows:

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

Limits

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

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

2) **Commercial General Liability Insurance:** including, but not limited to, Independent contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury. No Sexual Abuse or Molestation Exclusions Allowed.

Limits

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

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

Limit

Combined Single Limit Per Accident	\$1,000,000
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Attachment 2

INSURANCE REQUIREMENTS

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

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

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

5) **Professional Liability (Errors and Omissions) Insurance:** with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with Proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

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

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

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