

HUMAN SERVICES FUNDING AGREEMENT

FY23 Adult Drug Court Discretionary Grant Program – Aurora Expansion Project

Legistar ID Number: 23-0947D

THIS AGREEMENT (Agreement) is effective upon the date last entered below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**COUNTY**," and **CURAPARR, INC. DBA CENTER FOR RATIONAL LIVING** a for-profit Florida corporation, whose address is 730 S. Sterling Ave. Suite 209 Tampa FL 33609, hereinafter called the "**AGENCY**."

WITNESSETH:

WHEREAS, there is a continuing community need to provide for local community mental health and substance use 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 health and well-being of Pinellas County residents are critical for a prosperous and sustainable community; 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), hereinafter referred to as the grantor, under the Adult Drug Court and Veterans Treatment Court Discretionary Grant 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. Grant Specific Information

This project shall be undertaken and accomplished in accordance with the terms and conditions specified herein and the exhibit and appendices named below, which are attached hereto and by reference incorporated herein: Attachment 1 contains standard Contract Provisions for Contracts Under Federal Awards; Appendix A contains the Budget; Appendix B contains the Application.

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

- a. Subrecipient’s name: **CURAPARR, INC. DBA CENTER FOR RATIONAL LIVING, Inc.**
- b. Subrecipient’s Unique Entity Identifier number: **NTV1F3JH17T5**
- c. Federal Award Identification Number: **15PBJA-23-GG-04288-DGCT**
- d. Federal Award Date: **9/27/2023**
- e. Subaward Period of Performance Start and End Date: **10/12/2023 – 9/30/2027**

- f. Amount of Federal Funds Obligated by this Action by the Pass Through-Entity to the Subrecipient: **\$658,932.00**
- g. Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation: **\$658,932.00**
- h. Total Amount of the Federal Award committed to the Subrecipient by the Pass-Through Entity: **\$658,932.00**
- i. Federal Award Project Description, as Required to be Responsive to the Federal Funding Accountability and Transparency Act: **Pinellas County Adult Treatment Court – Aurora Expansion Project**
- j. 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,

Bureau of Justice Assistance

Tracy-Lee Williams DOJ Grant Manager / State Policy

Advisor

Tracy.Lee-Williams@usdoj.gov

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

grantscoe@pinellas.gov

- k. CFDA Number and Name; the Pass-Through Entity Must Identify the Dollar Amount Made Available Under Each Federal Award and the CFDA Number at the Time of Disbursement:
1. CFDA Number (at time of disbursement): **16.585**
 2. CFDA Name: **Adult Treatment Court Discretionary Grant Program - Adult Treatment Court Site- Based**
 3. Total Dollar Amount Available Under this Federal Award:
\$778,932.00
- l. Identification of Whether the Award is R&D: **Not an R&D award**
- m. Indirect Cost Rate for the Federal Award: **No Indirect Cost Rate claimed**

3. Scope of Services.

- a. **AGENCY** shall employ staff as follows, consistent with the Appendices attached hereto:
- i. Clinician (1 Full Time Equivalent (FTE)): The master level clinician will deliver both assessments and therapy associated with all risk-need factors identified in the client-centered program created for the individual client in a one-to-one and group setting. The clinician is responsible for maintaining all clinical documentation and records in accordance with licensing standards and as needed for program evaluation and analysis by affiliates. The clinician will ensure clients are receiving a continuum of care associated with targeted risk-need factors and compliance with Drug Court requirements.

- ii. Therapist (1 FTE): The licensed level therapist will deliver both assessments and therapy associated with all risk-need factors identified in the client centered program created for the individual client in a one-to-one and group setting. The therapist is responsible for maintaining all clinical documentation and records in accordance with licensing standards and as needed for program evaluation and analysis by affiliates. The therapist will ensure clients are receiving a continuum of care associated with targeted risk-need factors and compliance with Drug Court requirements.
- iii. Clinical Director (.25FTE) of the Agency Director at Center for Rational Living will be devoted to the program, As the corporate officer who oversees all contracts and partner agreements between the **AGENCY** and outside programs, offices, institutions, and government agencies, the director ensures that all conditions and commitments made by **AGENCY** are upheld and met. The director also participates in meetings with partner counterparts to monitor and evaluate the program on a routine basis to ensure the targets identified are appropriate, and goals and objectives are being met in accordance with the grant application. As a member of the senior clinical staff at the **AGENCY**, the director will also serve as the clinical director overseeing all clinical aspects of the program and address issues as they arise in the court and with clients, ensuring resolution of concerns and seamless delivery of clinical services.
- iv. **COUNTY** shall also reimburse **AGENCY** for operational costs associated with staff and services provided including but not limited to administrative

costs, supplies, drug tests, Naloxone Take-Home Kits, computer, education materials, and insurance.

b. **AGENCY** shall have the following responsibilities:

- i. Provide and document Match funds totaling \$103,615.00 over the course of the grant, consistent with the approved Budget.
- ii. Attend periodic grant partner meetings as a key stakeholder and member of the Grant Steering Committee and Operational Team.
- iii. Participate in community and stakeholder outreach activities regarding the operation and effectiveness of the Adult Drug Court.
- iv. Provide direct treatment services to Adult Drug Court participants as referred.
- v. Participate in Bureau of Justice Assistance approved visits, technical assistance meetings, and training events.
- vi. Provide any necessary information for Bureau of Justice Assistance required grant reporting.

4. Term of Agreement.

This Agreement shall become effective upon execution by both parties and shall expire on September 30, 2027. Following the commencement of this Agreement, reimbursement for service and costs rendered by the **AGENCY** on or after October 15, 2023, may be invoiced.

5. Compensation.

- a. The **COUNTY** agrees to pay the **AGENCY** a four (4) year amount not to exceed \$658,932.00 for the services described in Section 3 of this Agreement.

All requests for reimbursement payments shall consist of an invoice for the monthly amount 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, signed by an authorized **AGENCY** representative.

b. Invoices shall be sent electronically to the Court Project Director 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.

c. The **AGENCY** shall aspire to provide services throughout the full term of this agreement unless services are part of a pre-approved seasonal or time-limited program. In the event the **AGENCY** is unable to provide services and/or draw down funding per this Agreement for two (2) or more consecutive months, the **COUNTY**, in its sole discretion, may reduce the total award by a prorated amount based upon the amount of time the services have lapsed.

d. The **COUNTY** shall reimburse the **AGENCY** in accordance with the Local Government Prompt Payment Act, within 45 days of the **COUNTY** receipt of a proper invoice including required documentation. When the required documentation and/or reports are incomplete or untimely, the **COUNTY** may withhold payment for unvalidated amount and short pay the undisputed payment amount until such time as the **COUNTY** accepts the remedied documentation and/or reports.

e. Any funds used in conjunction with travel must be made in accordance with Florida Statute 112.061 or other policies as may be approved by Pinellas County Human Services in advance of travel.

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 may be withheld by the **COUNTY**.

g. The **AGENCY** shall track program income generated from services provided under this Agreement and provide a report on program income to the **COUNTY** with each invoice submission. The **AGENCY** shall reinvest the program income into the program as approved by the **COUNTY** and/or deduct the program income from reimbursement requests. The **AGENCY** shall provide the **COUNTY** with program income policy as applicable.

6. Data Collection and Performance Measures.

a. The **AGENCY** agrees to submit quarterly program data reports to the **COUNTY**, consistent with the data elements, collection standards, and performance measures found in Performance Reports in BJA's Performance Measurement Tool. The **COUNTY** reserves the right to amend these data elements, performance measures, or reports as necessary to ensure that the overall programmatic purpose is demonstrated, quantified, and achieved. The report formats shall be prescribed and provided by the **COUNTY**.

b. Program data shall be submitted to the **COUNTY** no later than fifteen (15) 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, and no payments will be due and/or reimbursed.

7. Data Collaborative.

In the fall of 1999, the Pinellas County Data Collaborative was established pursuant to Chapter 163.62 Florida Statute, which allows governmental and certain private agencies to share information. As a recipient of governmental funding, the **AGENCY** agrees to participate in efforts

to support the data collaborative, share data and allow for data submitted under this agreement to be shared with the data collaborative, and provide additional program and other information in an electronic format to the **COUNTY** for the sole purpose of data collection, research and policy development. The **AGENCY** may also be required to execute a Data Sharing Agreement to facilitate information sharing.

8. HIPAA, Information Sharing, and Care Coordination

a. **AGENCY** understands and agrees that the **COUNTY**, through its Human Services Department is a Covered Entity as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 45 CFR 160.103.

b. **AGENCY** is a HIPAA Covered Entity in addition to serving as a Business Associate of the **COUNTY**, and agrees to use and disclose Protected Health Information in compliance with the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and the **AGENCY** shall disclose any policies, rules or regulations enforcing these provisions upon request.

c. **AGENCY** agrees to sign a Business Associate Agreement and shall develop Data Sharing Agreements and/or Business Associate Agreements with partnering healthcare providers, as necessary, to facilitate the exchange of health information and coordinate client care.

d. **AGENCY** shall ensure that clients complete releases of information (ROI) upon client admission and no less than annually to facilitate care coordination. **AGENCY** shall use and promote the use of a standard, community-wide Patient Authorization for Disclosure of

Health Information - Multiparty Release of Information Form, upon request. The release covers general medical as well as Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), psychiatric, psychological, substance abuse information from medical record(s) in accordance with Florida Statutes 394.459, 381.004, 395.3025, and 90.503; 42 CFR, Part 2; and the Health Insurance Portability and Accountability act of 1996 (HIPAA) 45 CFR parts 160 and 164.

9. Emergency, Disaster, or Critical Event Response.

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

a. The **AGENCY** will work on its Continuity of Operations Plan and Disaster Response Plan in coordination with the **COUNTY**, including staffing plans to prepare and respond in the event of an emergency, disaster, or critical event response, where necessary and appropriate.

b. The **COUNTY** agrees to continue funding this Agreement for a period of at least sixty (60) days after a disaster has been declared, provided the program addresses 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.

c. 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 the **COUNTY** funded staff and

resources under the agreement or other dedicated **AGENCY** assistance to aid with community response.

d. If the **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.

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

10. Personnel

a. Qualified Personnel. The **AGENCY** agrees that each person performing Services in connection with this Agreement shall have the required licensure and qualifications and shall fulfill the requirements set forth in this Agreement. The **AGENCY** shall maintain such documentation on file for audit by the **COUNTY** during the term of this agreement and for a period of at least five (5) years after final payment is made.

b. Prior to commencing Services pursuant to the Agreement, the **AGENCY** shall provide the names and qualifications of the **AGENCY** personnel funded through this Agreement or directly operating or overseeing services or programs funded through this Agreement and direct supervisors of such personnel.

c. The **AGENCY** shall, at its earliest opportunity and in no event later than three (3) business days following a change, submit written notification by email to their Contract Manager if any of the following positions are to be changed and identify the individual and qualifications of the successor or plan to recruit a successor:

- i. Chief Executive Officer (CEO)
- ii. Chief Operations Officer (COO)
- iii. Chief Financial Officer (CFO)

- iv. Chief Information Technology Officer (CITO) or
- v. Any other equivalent position within the **AGENCY's** Organizational chart.
- vi. Integral personnel funded through this Agreement or directly operating or overseeing services or programs funded through this Agreement, direct supervisors of such personnel, and those serving as match for this Agreement.

d. The **AGENCY** shall accomplish any such removal promptly after receipt of notice from the **COUNTY**. In situations where individual **AGENCY** Personnel are prohibited by applicable law from providing Services, removal and replacement of such **AGENCY** Personnel shall be immediate.

12. E-VERIFY

d. The **AGENCY** must register with and use the E-verify system in accordance with Florida Statute 448.095. The **AGENCY** shall submit an affidavit of compliance with this section at the start of this agreement.

e. If the **AGENCY** enters into 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.

f. 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.

g. 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.

h. 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. The **AGENCY** acknowledges upon termination of this agreement by the **COUNTY** for violation of this section by the **AGENCY**, the **AGENCY** may not be awarded a public contract for at least one (1) year. The **AGENCY** acknowledges that the **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.

i. The **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 forth in this section.

13. Special Situations.

The **AGENCY** agrees to inform the **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**.

14. 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.

15. Non-Exclusive Services.

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.

16. 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 the **AGENCY**; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright

infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the “ADA”) except when such injury, damage, or violation was caused by the sole negligence of the **COUNTY**.

attached hereto and incorporated herein by reference.

17. Public Entities Crimes.

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

18. Business Practices and Documentation.

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 provide an independent audit to the **COUNTY** if so requested by the **COUNTY**.

c. The **AGENCY** shall maintain and provide the following documents upon request by the **COUNTY** within three (3) business days of receiving the request, as applicable:

- i. Articles of Incorporation
- ii. AGENCY By-Laws
- iii. Past 12 months of financial statements and receipts

- iv. Membership list of governing board
- v. All legally required licenses
- vi. Latest **AGENCY** financial audit and management letter
- vii. Biographical data on the **AGENCY** chief executive and program director
- viii. Equal Employment Opportunity Program
- ix. Inventory system – (equipment records)
- x. IRS Status Certification/501 (c) (3)
- xi. Current job descriptions for staff positions and **AGENCY** Organizational Chart
- xii. Match documentation

19. Monitoring and Audit.

- a. The **AGENCY** will comply with **COUNTY** and departmental policies and procedures.
- b. The **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. The **AGENCY** will submit other reports and information in such formats and at such times as may be prescribed by the **COUNTY**.
- d. The **AGENCY** shall submit reports on any monitoring of the program funded in whole or in part by the **COUNTY** that are conducted by federal, state or local governmental agencies or other funders within ten (10) days of the **AGENCY**'s receipt of the monitoring report.
- e. If the **AGENCY** receives licensing and accreditation reviews, each review shall be submitted to the **COUNTY** within ten (10) days of receipt by the **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**.

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

20. 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 the **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 deemed exempt and/or confidential are exempted 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

21. Nondiscrimination.

a. Pursuant to Section 2.02(e) of the Pinellas County Code Protection of human rights, the **COUNTY** shall establish provisions, pursuant to state and federal law, for protection of human rights from discrimination based upon religion, political affiliation, race, color, age, sex, or national origin by providing and ensuring equal rights and opportunities for all people of Pinellas County.

b. 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.

c. 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.

d. 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.

e. 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**.

22. 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 ten (10) calendar days of receipt of notification by the **AGENCY**, which shall be binding on the **AGENCY**.

23. Independent Contractor.

It is expressly understood and agreed by the parties that the **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 the **COUNTY** to the employees, agents, or servants of the **AGENCY**.

24. Additional Funding.

Funds from this Agreement shall be used as the matching portion for any federal grant only 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**.

25. Amendment/Modification.

In addition to applicable federal, state and local statutes and regulations, this Agreement expresses the entire understanding of the parties concerning the matters covered herein. Unless specifically indicated herein, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved by the parties. Budget or operational modifications that do not result in an increase of funding, change the underlying public purpose of this Agreement or otherwise amend the terms of this Agreement shall be submitted in the format prescribed and provided by the **COUNTY**, which is attached hereto and incorporated herein as Attachment 2.

26. Agreement Management and Notice.

All notices and other communications referred to and required herein must either be given by US Postal Service mail or email, unless otherwise specified herein, to the parties as shown below. The effective date of any notice sent via US mail shall be the date it is deposited in the mail, postage prepaid, certified or registered, return receipt requested, or if email, the date sent to the email address set forth below. Each party must advise the other parties of any status change concerning this Notice section.

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

Sara Gordils, Contracts Section Manager

Pinellas County Human Services

440 Court Street, 2nd Floor

Clearwater, Florida 33756

sgordils@pinellas.gov

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

Leanne Cura, President

CuraParr Inc. dba Center for Rational Living

730 S Sterling Ave Suite 209, Tampa, FL 33609

leannecura@gmail.com

27. Termination.

a. Either party may cancel this Agreement without cause by giving thirty (30) days prior notice to the other party in writing of the intention to cancel.

b. 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, the **AGENCY** shall be given thirty (30) days to cure said breach. If the **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, the **COUNTY** may immediately terminate this Agreement, with cause, upon notice in writing to the **AGENCY**.

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. 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.

28. Governing Law.

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

29. Conformity to the Law.

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

30. Prior Agreement, Waiver, and Severability.

This Agreement supersedes any prior Agreements between the Parties and is the sole basis for agreement between the Parties in regard to this matter. 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.

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

Barry A. Burton
By: Barry A. Burton

Date: February 2, 2024

CURAPARR, INC. DBA CENTER FOR RATIONAL LIVING

By: Leanne Cura, President
Leanne Cura, President

Date: 12/26/23