

HUMAN SERVICES FUNDING AGREEMENT

**COMMUNITY AND PRIMARY CARE SERVICES GRANT**

**WITH BAYCARE BEHAVIORAL HEALTH, INC.**

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 BayCare Behavioral Health, Inc., a non-profit Florida corporation, whose address is 7809 Massachusetts Ave., New Port Richey, FL 34656, hereinafter called the "**AGENCY**."

WITNESSETH:

**WHEREAS**, the **COUNTY** desires to utilize a portion of the funds available as a result of a grant award from the State of Florida Agency for Health Care Administration (AHCA) to reduce emergency room visits and improve access for homeless individuals within Pinellas County; and

**WHEREAS**, the **COUNTY** recognizes that the **AGENCY** provides essential behavioral health services within the community and has experience providing diversion and behavioral health interventions.

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

**1. Scope of Services.**

**AGENCY** will provide staff at the Safe Harbor Homeless Shelter and will co-locate staff at sites served by the County's Healthcare for the Homeless (HCH) program. Staff will conduct behavioral health assessments and brief interventions, and will develop a seamless transition with other contracted staff, including but not limited to proper documentation, procedures, referral tracking and coordination.

**2. Term of Agreement.**

The Agreement shall be retroactive to the effective date of the AHCA Agreement (attached) and shall expire one year from the effective date of the AHCA agreement. Parties reserve the right to extend this Agreement in the event that additional funds become available from AHCA.

**3. Compensation.**

- a) Funding for this Agreement is contingent upon full execution of a contract with and receipt of funding from AHCA per the grant proposal submitted by the County in September 2015.
- b) The COUNTY agrees to pay the AGENCY an amount not to exceed two hundred ninety-three thousand, one hundred forty dollars (\$293,140.00) for services described in Section 1 of this Agreement.
- c) All requests for reimbursement payments must be submitted on a monthly basis and shall consist of an invoice for the amount, signed by an authorized AGENCY representative, and accompanied by reports as required in Section 4, herein.
- d) Invoices shall be sent electronically to the Contract Manager within fifteen (15) days of the end of the month.
- e) The COUNTY shall not reimburse the AGENCY for any expenditures in excess of the amount budgeted without prior approval or notification.
- f) The COUNTY shall reimburse to the AGENCY in accordance with the Florida Prompt Payment Act upon receipt of invoice and required documentation. 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.

g) 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.

h) If, at any time during the term of this Agreement, funding from AHCA pursuant to the AHCA Agreement ceases or is interrupted, the COUNTY shall notify the AGENCY of the disruption and the COUNTY shall not be liable for payments to the AGENCY in excess of the actual funding received from AHCA.

**4. Performance Measures.**

The AGENCY agrees to submit reports to the COUNTY as required by AHCA. 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. Reports shall be submitted to the COUNTY no later than fifteen (15) days following the end of the month. The report formats shall be prescribed and provided by the COUNTY.

**5. 2-1-1 Database / Tampa Bay Information Network (TBIN).**

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 online database. AGENCY agrees to participate in the Tampa Bay Information Network (TBIN) administered by 211 Tampa Bay Cares, Inc. (211) unless COUNTY agrees in writing that the AGENCY is exempt. The terms and conditions of being an active TBIN participant are incorporated into this Agreement for reference as Attachment 1.

**6. Data Sharing.**

Upon request, the AGENCY agrees to execute a Data Sharing Agreement (see

Attachment 2) and to provide program and other information in an electronic format to the **COUNTY** for the sole purpose of data collection, research and policy development.

7. **Monitoring.**

- 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 and provision of related information at any reasonable time.
- c) **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 agencies or other funders.
- d) If the **AGENCY** receives accreditation reviews, each accreditation review will be submitted to the **COUNTY** after receipt by **AGENCY**.
- e) 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. **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
- m. Continuity of Operation Plan (Disaster Preparedness Plan)

**9. Payments During Disaster Recovery**

The COUNTY agrees to support previously approved funded programs unable to provide normal services for a period of at least sixty (60) days after a disaster has been declared, provided the program agrees to address needs for like services within the community at the request of the COUNTY. This period may be extended within the current contract period at the discretion of the Human Services Director. The AGENCY will provide the COUNTY with a current copy of their Continuity of Operations Plan upon request.

**10. 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.

**11. 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, or with cause if at any time the **AGENCY** fails to fulfill or abide by any of the terms or conditions specified. Failure of the **AGENCY** to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and shall be cause for immediate termination of the Agreement at the discretion of the **COUNTY**.
- 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) The **AGENCY** may terminate this Agreement without cause and without penalty by providing the **COUNTY** with at least thirty (30) days prior written notice.

**12. 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.

**13. 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 (see Attachment 3.)

**14. Indemnification.**

The AGENCY shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the COUNTY from all suits, actions, and claims of character brought on account of AGENCY'S negligence, excluding only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY. Nothing herein is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

**15. HIPAA**

**AGENCY** is a covered entity 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 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). **AGENCY** shall disclose any policies, rules or regulations enforcing these provisions upon request.

**16. Insurance.**

The **AGENCY** shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment 4, and provide a Certificate of Insurance to the **COUNTY**. The insurance requirements shall remain in effect throughout the term of this Agreement.

**17. 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.

**18. 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**.

**19. 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 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 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**.

**20. 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.

**21. 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.

**22. 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**.

**23. 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:

1. The **AGENCY** shall not sell said property within one year of purchase unless express permission is obtained from the **COUNTY** in writing;
2. The **AGENCY** shall use said property for the purposes of the program herein, or for similar purposes;
3. The **COUNTY** shall have the right to take exclusive possession, control, and all other ownership rights of said property whose value exceeds \$5,000.00 at any time prior to September 30, 2016 if the **AGENCY** violates any provision of this Agreement, or if the **AGENCY** fails to use the property for the purposes of the project herein, or if the **AGENCY** ceases to exist for the purposes of this

Agreement; and

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

**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. Governing Law.**

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

**26. Public Records.**

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

Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the **AGENCY** agrees to charge any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

**27. Conformity to the Law.**

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

**28. 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.

**29. Agreement Management.**

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

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



**AGENCY** designates the following person as the liaison for the **AGENCY**:

Deborah Antioco, Contract Manager  
Baycare Behavioral Health  
7809 Massachusetts Ave.  
New Port Richey, FL 34656

**SIGNATURE PAGE FOLLOWS**

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

ATTEST:  
CLERK OF CIRCUIT COURT

PINELLAS COUNTY, FLORIDA; acting by and through its Board of County Commissioners

ATTEST:

By: *Ken Burke*  
Ken Burke, Deputy Clerk

By: *Charlie Justice*  
Charlie Justice, Chairman

ATTEST:

BAYCARE BEHAVIORAL HEALTH

By: *Beth Spanier*  
Witness

By: *Paul Ryder*  
Title: *Vice President*

DATE: *3-2*, 2016

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By: *[Signature]*  
Assistant County Attorney

**Attachment 1**  
**FY 15-16 TBIN/ 2-1-1 Requirements**

**2-1-1**

This organization agrees to maintain accurate and up-to-date agency and program listing with 2-1-1 Tampa Bay Cares, Inc. Additionally, this organization will list newly or update changed program data or programs no longer in operation with 2-1-1 Tampa Bay Cares, Inc. within thirty (30) calendar days of the date that the program change or addition. This organization can update their information through the 2-1-1 Tampa Bay Cares, Inc. in several ways:

- Through the online database at [www.211connects.org](http://www.211connects.org) by clicking the “Search Services” icon then registering for an account on the online database. Once you have a verified account, within your program and agency record on the online database, click the report incorrect information or verify information link on your listing above the map. See the YouTube video tutorial for assistance on [www.211connects.org](http://www.211connects.org) in the Community Partners Section on the “Update Your 2-1-1 Agency Listing” page.
- Calling on the phone to 727-210-4239 or by email at [update@211tampabay.org](mailto:update@211tampabay.org) and putting in a request for an update. Either of these methods will start a ticket so you can track your update process and communicate with 211 staff about your update needs.

This organization will review and update their data, at least once annually, or upon request by 2-1-1 Tampa Bay Cares, Inc. Finally, in times of disaster, this organization will respond to update inquiries by 2-1-1 Tampa Bay Cares staff before, during, or after a disaster.

**TBIN**

This organization agrees to be an active participant in the Tampa Bay Information Network (TBIN) and remain in active compliance. TBIN is administered by 2-1-1 Tampa Bay Cares, Inc. on behalf of the Pinellas County Homeless Leadership Board, Inc. The Tampa Bay Information Network (TBIN) is a shared client management information system for basic needs health and human service agencies to measure. TBIN measures system-wide effectiveness of the progress of all homeless services organization in helping clients end homelessness. This organization's active participation and remaining compliant with data entry requirements in TBIN is required under this contract.

**Active Participation**

This organization will be considered an active participating agency at the moment they complete the following steps/documentation and are entering data into TBIN. Those items of steps/documentation include:

- Initial Discovery Site Visit by TBIN Staff
- TBIN MOU & HIPAA Agreement Signed and on file at 2-1-1 Tampa Bay Cares, Inc.
- Agency Administrator/Point of Contact Designation Form is on file at 211 TBC.
- All necessary staff have completed at least skill Level 1 Training & Homework.

**Attachment 1**  
**FY 15-16 TBIN/ 2-1-1 Requirements**

- Data has been entered into the system in real-time.

This organization will be considered a "Pending TBIN Member Agency" if any of the above steps/documentation have not been completed. This organization will be considered "Not a participant" if they have not completed any of the above steps/documentation.

**Compliance**

Compliance is measured after this organization has begun data entry into TBIN. In addition to data entry requirements, this organization must comply with all TBIN Policies and Procedures. Compliance will be reported to the homeless system of care monthly and annually through data quality report cards and status reports. These reports will come directly from the TBIN staff from data entered into the TBIN system by the TBIN Member Agency.

As long as the TBIN Member Agency is entering data and meeting all TBIN Policies and Procedures, they will be considered in compliance in Good Standing.

**Reporting**

In addition to the monthly report cards shared by the TBIN staff with all contract managers, This organization will submit TBIN reports outlined below.

- For non-housing organizations, they should submit the TBIN Client Served Report monthly for review by no later than the 15th of each month.
- For housing organizations, they should submit the TBIN Program Census Report in the Advanced Reporting Tool (ART) section and Entry/Exit Report in the basic reporting section by no later than the 15th of each month.

For more information, please contact the TBIN staff over the phone at 7272104239 or by email at [tbin@211tampabay.org](mailto:tbin@211tampabay.org).

**Repercussions**

This organization agrees to remain a participating and compliant organization with the Tampa Bay Information Network (TBIN). All attempts will be made to work with this organization to ensure active participation and compliance. Failure to participate or remain in compliance will result in the end of funds being distributed to this organization and will adversely affect the scoring of future funding applications possibly disqualifying this organization from future funding opportunities.

**Confidentiality, Privacy and Security**

This organization will ensure that:

**Attachment 1**  
**FY 15-16 TBIN/ 2-1-1 Requirements**

- It complies with all TBIN Policies and Procedures. See TBIN Policies and Procedures Manual.
  
- A Privacy Notice is posted in the client waiting area.  
All clients have current Client Consent form and/or Client Release form on file or get one signed prior to entering client information into TBIN.
  
- A client's refusal to sign a Client Consent form shall not preclude client from receiving services or be construed to preclude client from receiving services provided by the Agency. If a client refuses, document it on the form by writing "refusal" on the client signature line and have the case manager and a witness sign the form.
  
- Each workstation used for TBIN activity will have antivirus software installed and running.
  
- Network that provides internet our to access TBIN will have a firewall protecting the network. If no firewall, the computer will have the firewall enabled.
  
- Any email communication to any TBIN partner containing personal identifiable information on clients shall be sent through a secure method like with zendesk, sharepoint, or encrypted prior to delivery to the recipient.
  
- This organization shall not use or disclose any information which specifically identifies a recipient of services under this Agreement and shall adopt appropriate procedures for employees' handling of confidential information pursuant to applicable TBIN Policies and Procedures as well as federal, state or local law and related regulations.

In the event of improper disclosure of client information whether from TBIN or any other measure, this organization will inform the contract manager and the TBIN staff about the disclosure within 48 hours of becoming aware of the disclosure. This organization will take all necessary steps to correct and remedy any damage caused by the improper disclosure and will actively work to prevent future occurrences. If the disclosure involved TBIN, this organization will inform the TBIN staff about the disclosure within 48 hours of becoming aware of the disclosure. This organization may be placed on corrective action and need to follow the process as outlined in the TBIN Policies and Procedures. This organization will follow all required TBIN staff recommendations to ensure the disclosure is not repeated.



## 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 Name] 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.



PINELLAS COUNTY HUMAN SERVICES  
 440 COURT STREET, 2<sup>ND</sup> FLOOR  
 CLEARWATER, FL 33756  
 ATTENTION:

**AGREEMENT MODIFICATION REQUEST**  
*For budget allocation, or contract language changes.*  
**Submit three (3) originals.**

Authorized Official:	Date of Request:
Agency Name:	Effective Date:
Address:	Modification Number:
Budget Change: Yes <input type="checkbox"/> No	Contract Name/Number:

**A. REQUESTED MODIFICATION (reference appropriate agreement section) *why is this change needed and what will be impacted by this change?***

**B. BUDGET MODIFICATION: *(Use chart if applicable, otherwise please attach a copy of the original budget page reflecting original award amount and proposed change(s) to budget)***

Program Budget Category:	Original Contract Amount:	Budget Amount Modification: Increase/Decrease	New Budget Amount:	Budget Amount Expended YTD:	Modified Budget Balance:
Contract Total:					\$

PROVIDER AGENCY:

PINELLAS COUNTY GOVERNMENT:

Authorized By:

Verified By:

Name and Title:

Director Name:

Date:

Date:

BCC Approval Required: Yes  No

Approved By County Attorney:

BCC Approval Date:

Name

Effective Date:

Date:

**ATTACHMENT 4 – INSURANCE REQUIREMENTS**

The Agency shall obtain and maintain, and require any sub-Agency to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Agency shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. 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 after Agency receipt of notice of award, the Agency shall provide the County with properly executed Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. Authorized representatives of the insurance companies shown on the Certificate shall sign the Certificate(s) of Insurance. A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).

No work shall commence at any project site 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 complies 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 RFP and/or contract period.

All policies providing liability coverage(s), other than professional liability and worker's compensation policies obtained by the Agency to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, 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 by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756; and nothing contained herein shall absolve Agency 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.

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

- (1) 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 Agency.
- (2) 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.
- (3) 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.
- (4) All policies shall be written on a primary, non-contributory basis.
- (5) 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 Agency, 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.
- (6) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County.

The insurance requirements for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(A) Workers' Compensation Insurance

Limit

Florida Statutory

Employers Liability Limits

**ATTACHMENT 4 – INSURANCE REQUIREMENTS**

Per Employee	\$100,000
Per Employee Disease	\$100,000
Policy Limit Disease	\$500,000

- (B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury. Policy must not contain any sexual misconduct or physical abuse exclusions. If such exclusions are endorsed to the policy, a separate Sexual Misconduct and Physical Abuse Liability Policy must be provided with the same limits as the Commercial General Liability Limits.

Limits

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

- (C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Agency can show that this coverage exists under the Commercial General Liability policy.

Limit

Per Accident	\$1,000,000
--------------	-------------

- (D) Excess or Umbrella Liability Insurance excess of the primary coverage required , in paragraphs (A), (B), and (C) above:

Limits

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

- (E) Professional Liability Insurance (Errors and Omissions) 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", Agency 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

General Aggregate	\$ 5,000,000
Each Occurrence or Claim	\$ 5,000,000

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.

**ATTACHMENT 4 – INSURANCE REQUIREMENTS**

(F) 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 Breach Response/Event Management Expense coverage sublimit can be no less than 50% of the aggregate with at least minimum limits as follows:

Limits

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

If Claims-Made Coverage is provided, policy must remain in place for a period no less than 12 months after the contract/completion date of this contract.

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.

(G) Property Insurance Agency will be responsible for all damage to its own property, equipment and/or materials.