#### HUMAN SERVICES FUNDING AGREEMENT

Leadership, Planning & Coordination

Legistar ID Number: 24-0207D

THIS AGREEMENT (Agreement), 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 ERNST & YOUNG U.S. LLP, a company whose address is 200 Plaza Drive Suite 222 Secaucus, NJ, 07094, hereinafter called the "**AGENCY**."

#### WITNESSETH:

WHEREAS, a local, state and national crisis arose as a result of the manufacture, distribution and over-prescribing of opioid analgesics ("opioids") and resulted in opioid overdoses and addictions throughout municipalities, counties, states and the nation; and

WHEREAS, as a result of the national opioid crisis, many governmental entities, throughout the country including the **COUNTY**, filed lawsuits against opioid manufacturers, distributors, and retailers; and

WHEREAS, the Attorney General for the State of Florida negotiated a settlement of consolidated lawsuits under the National Prescription Opiate Litigation in the United States District Court of the Northern District of Ohio, Eastern Division, case number 1:17-MD-2804;

WHEREAS, pursuant to the settlement, on December 22, 2021, the Pinellas County Board of County Commissioners entered into the Interlocal Agreement Governing Use of Pinellas County Regional Opioid Settlement Funds (hereinafter, Interlocal) that established abatement funds, reporting requirements, and the Pinellas Opioid Abatement Funding Advisory Board (hereinafter, OAFAB), among other things; and

WHEREAS, the OAFAB is tasked with reviewing opioid-related data, setting priorities for regional settlement funding, and, after competitive solicitations administered by Pinellas County

Human Services, recommending funding recipients and programs to the Pinellas County Board of County Commissioners.

WHEREAS, the health and well-being of Pinellas County residents are critical for a prosperous and sustainable community; and

WHEREAS, for programs serving homeless individuals and families, the local Continuum of Care (COC) and Pinellas County Resolution 16-53 encourage and support operation from a Housing First model; and

WHEREAS, the services provided by the **AGENCY** fall within a OAFAB Regional Priority List consistent with the approved uses and core strategies outlined in the Interlocal; and

WHEREAS, in consideration of the above, the **AGENCY** has been recommended and approved for a Regional Opioid Abatement Funding award in fiscal year 2024 (FY24).

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

## 1. <u>Recitals</u>

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

#### 2. <u>Specific Funding Information</u>

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 detailed Scope of Work, and Appendix B is a copy of the Interlocal detailing approved funding uses and program reporting requirements.

## 3. <u>Scope of Services.</u>

The **AGENCY** shall provide services as described in Appendix A, attached hereto and incorporated by reference herein. In order to best meet the needs of clients supported by this

program, the services provided under this Agreement may be adjusted from time to time by mutual written agreement of the parties without the need to further amend this Agreement.

## 4. <u>Term of Agreement.</u>

This Agreement shall become effective upon execution by both parties and shall expire on October 31, 2024. The parties reserve the right to extend this agreement for one additional sixmonth (6) month term.

## 5. <u>Compensation.</u>

a. The **COUNTY** agrees to pay the **AGENCY** an amount not to exceed \$478,000.00 for the term of this agreement for the services described in Section 2 of this Agreement. Services provided by **AGENCY** beginning May 1, 2024, shall be reimbursed under this agreement.

b. All requests for reimbursement payments shall consist of an invoice for the amount as indicated in Appendix A Section VI.A.

c. Invoices shall be sent electronically to the Contract Manager designated by the **COUNTY**, within thirty (30) days of the end of the completion of and acceptance from **COUNTY** of each defined workstream. 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.

d. 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.

e. 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.

f. 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.

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 may be withheld by the **COUNTY**.

#### 6. <u>Data Collection and Performance Measures.</u>

a. The **AGENCY** agrees to submit a final report to the **COUNTY**, which shall align with the Scope of Services included as Appendix A. The **COUNTY** reserves the right to amend these data elements, performance measures, or reports as necessary to meet Interlocal reporting requirements and/or ensure that the overall programmatic purpose is demonstrated, quantified, and achieved.

b. Reports shall be submitted to the **COUNTY** no later than thirty (30) days following the end of the quarter. Where no activity has occurred within the preceding period, the **AGENCY** shall provide a written explanation for non-activity during the quarter, and no payments will be due and/or reimbursed. The report formats shall be prescribed and provided by the **COUNTY**.

#### 7. <u>HIPAA and Information Sharing</u>

a. The AGENCY understands and agrees that the COUNTY, as a political

subdivision of the State of Florida, is a governmental entity that provides for health and welfare programs (Fla Stat. 125.01) and that the **COUNTY** is a Covered Entity as a payor of health care as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 45 CFR 160.103.

b. The AGENCY 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. The AGENCY, as the Business Associate, shall make available to the COUNTY any/all records pertaining to rendered services funded in total or in part by the COUNTY for the purposes of coordinating medical and behavioral health care treatment services, performing quality assurance reviews of services rendered by the AGENCY, and conducting financial and program operational audits. The AGENCY shall comply with requests from the COUNTY for access to requested information, including protected health information, within a timely manner and without restriction. The AGENCY agrees that the COUNTY retains the specific right of access to all treatment records, plans, reviews, and essentially similar materials that relate to the services provided to clients/consumers under the terms of this Agreement. The COUNTY shall be entitled to make and retain possession of copies of any treatment plans, records, reviews and essentially similar materials which relate to the services provided to clients/consumers under the terms of this Agreement and the AGENCY shall not restrict the COUNTY from such possession. d. The **AGENCY** shall develop Data Sharing Agreements and Business Associate Agreements with local behavioral health providers, as necessary, to facilitate the exchange of health information and coordinate client care.

## 8. <u>Personnel</u>

a. <u>Qualified Personnel.</u> 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, and direct supervisors of such personnel

d. The **COUNTY**, on a reasonable basis, shall have the right to request the removal and replacement of any of the **AGENCY** Personnel performing Services, at any time during the term of the Agreement. The **COUNTY** will notify the **AGENCY** in writing in the event the **COUNTY** requires such action. The **AGENCY** shall consider 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.

#### 9. <u>E-VERIFY</u>

a. 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.

b. 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.

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 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.

f. 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 for in this section.

## 10. <u>Special Situations.</u>

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.

## 11. 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.

## 12. <u>Non-Exclusive Services.</u>

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.

#### 13. 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**.

## 14. Insurance.

The **AGENCY** shall comply with the insurance requirements set out in the Attachment 2, attached hereto and incorporated herein by reference.

## 15. <u>Public Entities Crimes.</u>

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.

#### 16. <u>Business Practices and Documentation.</u>

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:

- 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 and AGENCY Organizational Chart
- 1. Match documentation

## 17. 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.

## 18. 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., 2<sup>nd</sup> Floor Clearwater, FL 33756 astanton@pinellascounty.org (727) 464-8437

## 19. <u>Nondiscrimination.</u>

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**.

#### 20. 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.

#### 21. 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**.

#### 22. 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**.

#### 23. <u>Amendment/Modification.</u>

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 1.

#### 24. 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:** 

Jennifer Artiaga, Contracts Division Director Pinellas County Human Services 440 Court Street, 2<sup>nd</sup> Floor Clearwater, Florida 33756 jartiaga@pinellas.gov

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

Lauren Engel, Account Manager Ernst & Young U.S. LLP 210 E. College Ave. Tallahassee, Fl 32301 Lauren.engel@ey.com

## 25. <u>Termination.</u>

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.

## 26. <u>Governing Law</u>.

The laws of the State of Florida shall govern 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 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.

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

Barry Burton, County Administrator

Date:\_\_\_\_\_, 2024

Ernst & Young U.S. LLP

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

\_\_\_\_\_

Name & Title

Date: \_\_\_\_\_, 2024



# Agreement Modification Request Human Services and Justice Coordination

For budget reallocation or minor agreement language modifications.

Authorized Official:	Date of Request:
Agency Name:	Effective Date:
Program Name:	Modification Number:

A. REQUESTED MODIFICATION: Why is this change needed and what will be impacted by this change (staff, supplies, operations)? Please reference appropriate agreement section.

#### B. BUDGET MODIFICATION: Use chart as applicable and complete the Revised Annual Budget Form documenting the new revised budget.

Program Budget Category:	Original Contract Amount:	Amount Modified – Increase & Decrease	New Budget Amount:	Amount Expended as of Effective Date:	Modified Budget Balance:
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
Contract Total:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Agency Authorized Signature:	Date:
Name & Title:	

PINELLAS COUNTY HUMAN SERVICES – OFFICE USE ONLY				
PROJECT MANAGER certifies this modification is line with the Contract Scope and Budget:		Date		
Approval GRANT/CONTRACT MANAGER		Date		
Approval CONTRACTS DIVISION DIRECTOR		Date		
Approval HUMAN SERVICES DEPARTMENT DIRECTOR		Date		