

11/25/19

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made as of this ____ day of _____, 201 ____ (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and KPMG LLP, a Delaware registered limited liability partnership, ____ (“Contractor”) (individually, “Party,” collectively, “Parties”).

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 190-0003-LI(PLU) (“LOI”) for EVALUATION OF THE PINELLAS COUNTY ADULT BEHAVIORAL HEALTH SYSTEM services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. “Agreement” means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. “County Confidential Information” means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, protected health information (PHI) as defined under the Health Insurance Portability and Accountability Act (HIPAA), and any other information designated in writing by the County as County Confidential Information.

C. “Contractor Confidential Information” means any Contractor information that is designated as confidential and/or exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. “Contractor Personnel” means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. “Services” means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A (“Statement of Work”) attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties’ rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from the Human Services Director.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services (“Additional Services”), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor’s progress and performance of this Agreement.

4. Term of Agreement.

A. Initial Term. Work commences upon execution of this agreement (agreement approval). Services shall be provided over the course of a twelve-week engagement schedule as defined in the Statement of Work. Completion of all activities is required by March 31, 2020.

B. Term Extension. (Select appropriate box.)

The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.A.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 (“Services Fee”), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. The County agrees to pay the Contractor the not-to-exceed sum of \$464,742.00, for Services completed and accepted as provided in Section 15 herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit A, payable upon submittal of an invoice as required herein.

– Invoice Date	– Amount	– Percent of Total Fee
– Completion of define phase	– \$154,914	– 33 ^{1/3} %
– Completion of design phase	– \$154,914	– 33 ^{1/3} %
– Completion of project	– \$154,914	– 33 ^{1/3} %

- **A 5% project penalty may be assessed for missing the agreed final project completion deadline in the scope of work (12 weeks). The 5% penalty will be based on the total contracted project cost and assessed against the final payment if incurred.**

C. Travel Expenses. (Select appropriate box.)

The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

D. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to (select appropriate box):

the designated person as set out in Section 18 herein;

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida

Statutes, “The Local Government Prompt Payment Act.” The County may dispute any payments invoiced by Contractor in accordance with the County’s Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County’s Dispute Resolution Process.

6. Personnel.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as require by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a “Contractor Event of Default” hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County

shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. Contract Scheduling. All Services shall be provided in accordance with the term and conditions of the Agreement, including all scheduling requirements.

9. Confidential Information and Public Records.

A. County Confidential Information. Except as permitted by this Agreement, Contractor shall not disclose to any third-party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor 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. Contractor 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 County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or 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.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all timekeeping and expense records directly 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, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes

Contractor 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 County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Liability and Insurance.

- A. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. **Indemnification.** Contractor 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 Services required by the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the proportional negligence of the County.
- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through Daisy Rodriguez, Director, Human Services or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to KPMG. The deliverable is deemed accepted after ten (10) calendar days with no determination of the County. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County’s failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor 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.

B. Assignment. (Select appropriate box.)

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.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

For Contractor:

Attn:

Attn:

Abigail Stanton, J.D., C.P.C.M.
Planning and Contract Services
Pinellas County Human Services
440 Court Street, 2nd Floor
Clearwater, FL 33756
(727) 464-8437
astanton@pinellascounty.org

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

19. Conflict of Interest.

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor 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 Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor 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 Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All Deliverables created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement or improvements related thereto, to the extent that such Deliverables are described in or required by the Services shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County. All Pinellas County or partnering agency data used in performing analyses shall remain the property of the County or partnering agency and shall be deleted as directed at project completion. Consultant may retain a copy of information received, developed, or otherwise relating to this Agreement in order to comply with its contractual obligations and applicable professional standards. Information stored on routine back-up media for the purpose of disaster recovery will be subject to destruction in due course. Latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files and metadata that can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within the requirement for the destruction of records as contemplated by this paragraph.

21. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

22. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

23. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section. In the event of a dispute, the parties agree to participate in non-binding mediation prior to commencing litigation in accordance with this paragraph.

24. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on

behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. No Third-Party Beneficiary. The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.

27. Additional Terms.

1. Limitation of Liability. Notwithstanding anything else in this contract to the contrary, including all attachments, the liability of the Contractor on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the services performed under the Contract shall be limited to the amount of fees paid or owing to the Contractor under the Contract. In no event shall the Contractor be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rule, regulation or tort (including but not limited to negligence) or otherwise, and shall survive contract termination or expiration.

2. Management Decisions. The Client acknowledges and agrees that the Contractor's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Client. KPMG will not perform management functions or make management decisions for Client.

3. Third Party Usage. Client acknowledges and agrees that any advice, recommendations, information, Deliverables or other work product ("Advice") provided by the Contractor in connection with the services under the Contract is intended for Client's sole benefit and the Contractor does not authorize any party other than Client to benefit from or rely upon such Advice, or make any claims against the Contractor relating thereto. Any such benefit or reliance by another party shall be at such party's sole risk. KPMG may, in its sole discretion mark such Advice to reflect the foregoing. Except for disclosures that are required by law or that are expressly permitted by this Contract, Client will not disclose, or permit access to such Advice to any third party without KPMG's prior written consent.

4. California Accountancy Act. For engagements where services will be provided by KPMG through offices located in California, Client acknowledges that certain of Contractor's personnel who may be considered "owners" under the California Accountancy Act and implementing regulations (California Business and Professions Code section 5079(a); 16 Cal. Code Regs. sections 51 and 51.1) and who may provide services in connection with this engagement, may not be licensed as certified public accountants under the laws of any of the various states. Note to team: This may be omitted where you have no individuals coded to California AND where you do not plan to use any individuals later on. If this section is omitted in the contract, you may not use any employees coded to California.]

5. Ownership. Upon full and final payment to Contractor under the Contract, Contractor assigns and grants to Client, title in the tangible items specified as deliverables or work product in Contract (the "Deliverables") and any copyright interest in the Deliverables; provided that if and to the extent that any Contractor property is contained in any of the Deliverables ("KPMG Property"), Contractor hereby grants Client, under Contractor's intellectual property rights in such KPMG Property, a royalty-free, non-exclusive, non-transferable, perpetual license to use such KPMG Property solely in connection with Client's use of the Deliverables. Contractor acknowledges that it shall obtain no ownership right in Confidential Information of Client. In addition, Client acknowledges and agrees that Contractor shall have the right to retain for its files copies of each of the Deliverables and all information necessary to comply with its contractual obligations and applicable professional standards.

6. Electronic Communications. Contractor and Client may communicate with one another by electronic mail or otherwise transmit documents in electronic form during the course of this engagement. Each party accepts the inherent risks of these forms of communication (including the

security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). Client agrees that the final hardcopy or electronic version of a document, including a Deliverable, or other written communication that the Contractor transmits to Client shall supersede any previous versions transmitted by the Contractor to Client.

7. **Active Spreadsheets and Electronic Files.** Contractor may use models, electronic files and spreadsheets with embedded macros created by Contractor to assist Contractor in providing the services under the Contract. If Client requests a working copy of any such model, electronic file or spreadsheet, the Contractor may, at its discretion, make such item available to Client for its internal use only on an as-is basis and such item shall be considered a Deliverable; provided that Client is responsible for obtaining the right to use any third party products necessary to use or operate such item. Contractor retains ownership of and all rights in such models, electronic files, and/or spreadsheets with embedded macros; except for the Client data contained therein

8. **Use of Vendors.** Client acknowledges and agrees that in connection with the performance of services under the Contract, Contractor and its Member Firms, in their discretion or at Client's direction, may utilize the services of third parties within and outside of the United States to complete the services under the Contract. Client further acknowledges and agrees that Contractor-controlled parties, member Firms of KPMG International, and other third party service providers (collectively, "Vendors") may have access to Confidential Information from offshore locations, and that the Contractor uses Vendors within and outside of the United States to provide at Contractor's direction administrative or clerical services to Contractor. These Vendors may in the performance of such services have access to Client's Confidential Information. Contractor represents to Client that with respect to each Vendor, Contractor has technical, legal and/or other safeguards, measures and controls in place to protect Confidential Information of Client from unauthorized disclosure or use. Contractor shall be responsible to Client for Contractor-controlled, member Firms or Vendor's failure to comply.

9. **Volume Rebates.** Where Contractor is reimbursed for expenses, Contractor's policy is to bill clients the amount incurred at the time the good or service is purchased. If Contractor subsequently receives a volume rebate or other incentive payment from a vendor relating to such expenses, Contractor does not credit such payment to its clients. Instead, Contractor applies such payments to reduce its overhead costs, which costs are taken into account in determining Contractor's standard billing rates and certain transaction charges that may be charged to clients. [Note to team: only necessary if there is a cost-reimbursable element].

10. **State Vendors and Conflicts.** The Client is aware that Contractor may be providing assurance, tax and/or advisory services to other actual or potential contractors of the Client. Contractor will perform an internal search for any potential client conflicts relating to any of the Client's contractors identified by the Client as having a role in connection with Contractor's performance of this Contract. The Client hereby agrees that a contractor's status as the Contractor's client does not impact Contractor's engagement to perform this Contract. Contractor will advise the Client of any conflicts of interest that could prevent it from performing the Contract. However, Contractor is a large firm that is engaged by new clients on a daily basis and as a result it cannot guarantee that, following its conflict search, an engagement for any other related party will not be accepted somewhere else in Contractor's firm. Should any new information come to Contractor's attention, Contractor will promptly inform the Client. Contractor shall perform this Contract in accordance with applicable professional standards. [Note to team: only necessary if the engagement entails an analysis or assessment of third parties.]

11. **Export Control.** Contractor and Client acknowledge and agree that each shall comply with all applicable United States export control laws and regulations in the performance of each party's respective activities under the Engagement Letter. Client shall not provide Contractor, or grant Contractor access to, (a) information (including technical data or technology), verbally, electronically, or in hardcopy, (b) software or (c) hardware, that is controlled for export by the United States government under the Arms Export Control Act of 1976, Export Administration Act of 1979, the International Traffic in Arms Regulations ("ITAR"), Export Administration Regulations ("EAR"),

Department of Energy Part 810 Regulations or Nuclear Regulatory Commission Part 110 Regulations, except information, software or hardware that is classified as EAR99 under the EAR.

2. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

By and through its

Name of Firm

By _____

By: _____
Signature

Print Name

Title

APPROVED AS TO FORM



JACINA HASTON
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A
STATEMENT OF WORK

Period of performance

The KPMG team will support the County for a period of twelve weeks, beginning December 10, 2019 and concluding March 15, 2020, to complete the final phase ('Recommend') of a five-phased approach previously presented at a County/KPMG meeting held on October 8, 2019. The schedule incorporates two open weeks from December 23, 2019 to January 5, 2020 to adjust for holiday availability.

Deliverables and expected work products

The engagement will result in the following deliverables, which will be tailored based on the findings of our assessment:

System Design: *Behavioral Health Innovation in Pinellas County – roadmap to an integrated continuum of care*

Prioritization framework for implementation of System Design. Below are the activities, work products, and expected value produced in each phase.

Phase 1: Define (weeks 1-3)

The purpose of this phase is to formally open the project, define goals and objectives, and build buy-in and momentum. Our team believes in a people-first approach and so we start all of our projects focusing on how people on the ground perceive their own system and whether an evaluation project of this nature is a welcome opportunity, maligned interloper, or something in-between. Quite often, the *Design* phase shapes how a project is perceived by stakeholders and in some cases the community at large. We dedicate time to helping those on the ground, particularly those with reservations, understand the project purpose and our value to help them find a different perspective. We know that your teams on the ground have an unparalleled knowledge of their systems, but we also know how to help clients find opportunities that they could only uncover through a fresh lens.

Tasks necessary to complete the *Define* phase include:

1.1 Mobilize project stakeholders and key personnel: KPMG will work with Pinellas County Executive Leadership, primarily Karen Yatchum, Healthcare Administrator, to identify parties essential to project goals and begin to build necessary relationships with those stakeholders and personnel. With support from KPMG, the County identifies, convenes, schedules participants in accordance with the project timeline. Stakeholder groups KPMG will focus on in this project, with direction from Pinellas County Executive Leadership, include:

Human Services Department: Healthcare Administrator, Director of Human Services, Contracts and Grants staff, Director of Business Services

Pinellas County Executive Leadership to include County Administration, Emergency Medical Services, and other Departments as appropriate.

Justice system partners focused on behavioral health and continuum of care which will include: judges overseeing mental health or drug court, p State Attorney leadership over mental health diversion, CIT/CERT supervisors and line staff, Public Defender, local law enforcement, local law enforcement mental health units, jail medical services, probation services, reentry services, and other representatives as necessary for complete evaluation.

EXHIBIT A
STATEMENT OF WORK

- Community partners focused on behavioral health, physical health (ie: hospitals, community health clinics/services, etc), homelessness, child welfare, veteran services, and other representatives as necessary for complete evaluation, as defined in Attachment 1, to be adjusted as stakeholders are identified.
- Client and end-user focus groups, organized and hosted by Pinellas County. Sessions will be co-facilitated by Pinellas County and KPMG.

Regarding providers, KPMG conducts interviews with programmatic supervisors and line staff as well as those responsible for reporting on outputs and outcomes during the *Discover* phase, in order to identify gaps and find nuanced insights as to how programs are delivered in reality, versus what is available in program reports. We understand this may be a sensitive issue and would prepare for project launch by developing interview lists with Pinellas County so we can hit the ground running.

1.2 Plan and hold kick-off work session with project stakeholders (see reference above):

KPMG and Pinellas County will hold a kick off session with agreed upon community stakeholders. In preparation for this event, KPMG will work with Pinellas County personnel to develop agenda, messaging, goals and objectives for this kick-off. Pinellas County will host the kick-off and will introduce KPMG and work in partnership with KPMG to present the project overview. The kickoff goals will be to spur discussion, address concerns, harvest ideas, and generate enthusiasm. KPMG will recommend local partner expectations – i.e. attendance at the work sessions and what else they need to do, which stakeholders are expected to be at the table, what data they need to start looking at and asking for.

Phase 2: Discover (weeks 3-5)

KPMG will spend three weeks building a library (e.g. documents, data and reports, interviews, surveys) to highlight the current state of the behavioral health care system as well as lay out national and international leading practices that will guide development recommendations for improvement.

Tasks necessary to complete the *Discover* phase include:

2.1 Program review of the behavioral health service delivery in Pinellas County: Each project client is unique. KPMG will capture and catalogue the behavioral health service delivery model and its underlying processes, policies, and procedures. Our focus will not be on assessing the current state, but rather to design an innovative, integrated model for the behavioral health system of care that is in line with leading national and international best practices. In all activities, KPMG will tailor their work to the unique needs and opportunities that Pinellas County has.

- Challenges, barriers, and impacts to service access and improved outcomes (system, socioeconomic, structural, and other)
- Identification of opportunities to improve system operations, services, and outcomes
- Current approaches that specifically address substance-related crisis care and revolving high-need/high-use clients
- Current level of integration across substance-related crisis care, mental health crisis care, co-occurring services, primary care, and appropriate level of wraparound services and treatment

EXHIBIT A
STATEMENT OF WORK

— Client care coordination

2.2 Document collection: An important component of this work is to identify the legislative, statutory, regulatory, and contractual requirements placed on local behavioral health services. KPMG will scan formally and informally adopted policies, procedures, and practices relevant to behavioral health service delivery and in particular, how behavioral health, justice, and human services systems interact (or in many cases, how they maintain silos).

KPMG's scan will include:

- Strategic plans or similar long-term planning instruments
- Relevant state statutes, applicable local ordinances and resolutions, and contracts and agreements as provided by Pinellas County (Note: KPMG is not providing legal advice but will use these items identified by Pinellas County to incorporate established laws and policy into the work streams and deliverables)
- Applicable industry standards
- National and international leading practices and programs

2.3 Operations and target population data collection: Guided by project efforts in Phase I and Phase II, KPMG will collect quantitative and qualitative data analysis and reporting that illuminates the following:

- Service availability and service levels
- Gaps in system programs, services, and capacity
- Service alignment and access
- Challenges, barriers, and impacts to service access and improved outcomes (system, socioeconomic, structural, and other)
- Identification of opportunities to improve system operations, services, and outcomes
- Current approaches that specifically address substance-related crisis care and revolving high-need/high-use clients
- Current level of integration across substance-related crisis care, mental health crisis care, co-occurring services, primary care, and appropriate level of wraparound services and treatment
- Client care coordination

KPMG will collect relevant reports and analysis already generated by the local system. If KPMG identifies gaps in previous data analysis, they will work with local stakeholders to gather and analyze individual level data on behavioral health services clients; volume, service levels, and assigned resources, as made available to KPMG.

2.4 Interviews with stakeholders for program assessment and gap identification: KPMG will gather the experiences and perspectives of key stakeholders and staff, identified by KPMG in collaboration with Pinellas County and stakeholder engagement to provide qualitative data and documentation that either validate KPMG's initial findings or offer new

EXHIBIT A
STATEMENT OF WORK

considerations to investigate. During the *Define* phase, KPMG will work with Pinellas County and local stakeholders to design a strategy for interviews to target specific areas of inquiry to inform our programmatic assessment and gap identification.

2.5 Literature review: KPMG will conduct a literature review of current and relevant research, white papers, and successful program designs in other jurisdictions, including specific examples of leading and promising practices, innovative funding models, and crisis services alternatives.

2.6 Consolidation and validation: The final task in this phase of work is to organize and consolidate the information collected and obtain feedback and validation from Pinellas County stakeholders. Having validation and insights provide the foundation for analysis in the following weeks.

2.7 Ongoing communication: KPMG will keep regular communication not only with the County but also with broader stakeholders that includes the following communications:

- Weekly email updates from KPMG to Pinellas County
- Milestone updates (at the conclusion of each phase and upon completion of major tasks) to key stakeholders and initiative partners, as approved by Pinellas County
- Weekly standing 30 minutes phone conference between KPMG and Karen Yatchum, at mutually agreed upon time and day of the week.

Phase 3: Design (weeks 6-9)

The objective of this phase is to bring a fresh perspective and out-of-the-box thinking to design a tailored, innovative model that better serves target populations in Pinellas County. KPMG will examine the continuum of care across the behavioral health, health, homeless, child welfare, justice and other systems, focusing on treatments and programs (outputs) rather than assessments (inputs).

3.1 Organizational structure: To analyze the duties and responsibilities within and between behavioral health service providers and human services, and recognizing the unique position and history of Pinellas County, KPMG will investigate various key questions during this phase including:

- What are the collaborative agreements, formal informal, between health service providers? (e.g. data exchange, coordination council)
- Are there opportunities for revising the partitioning of service provision to improve efficiency and effectiveness?

3.2 Data analysis: KPMG will use the information collected in the previous phase to produce a diagnostic analysis of each service area of Pinellas, such as: service availability, levels and gaps, resource/facility/personnel/funding utilization, treatment provision, and other service areas as necessary for complete evaluation.

3.3 Identify strengths, gaps, opportunities, and barriers: Using interviews and other information obtained in the *Discover* phase coupled with KPMG's data and organizational structure analysis as a foundation, KPMG will develop initial findings to illuminate systems

EXHIBIT A

STATEMENT OF WORK

strengths and opportunities while also appraising gaps and barriers to behavioral health system integration and delivery improvement. This will include an assessment of physical infrastructure and system flow.

3.4 Performance metrics design: Upon system assessment and gap identification, KPMG will work collaboratively with Pinellas County and local stakeholders to complete, refine, and confirm assessment findings. Based on those findings, KPMG develop recommended metrics to measure providers and system performance.

Phase 4: Recommend & Deliver (weeks 10-12)

4.1 Craft recommendations: In the final phase of work, KPMG will build on their initial findings to develop recommendations for the design and implementation of an innovative operating model. Recommendations will include prioritization of next steps, a roadmap for implementation, and cost estimates for implementation based on cost data provided by Pinellas County.

4.2 Prepare and deliver final action plan: Once the findings and recommendations have been confirmed, KPMG will provide an actionable report, including the underlying analysis and leading national and international practices that support the system design. The following is a preliminary outline of the final report, subject to refinement throughout the engagement and based on feedback from Pinellas County and local stakeholders:

Action plan: The final project deliverable is the vehicle for the two primary components of this engagement: 1) overview of programs, gaps, and opportunities to incorporate national and international leading practices, tailored for Pinellas County and 2) specific, prioritized recommendations for a future state of integrated health, behavioral health, and human services delivery. We will organize the final product to be user-friendly to multiple audiences by including a concise executive summary that aims to provide Commissioners and other essential decision makers with key project components, findings, and recommendations.

<p>Executive summary</p>	<ul style="list-style-type: none"> — Project overview, including County vision goals and objectives, to provide succinct but sufficient detail and understanding for interested audiences with limited time to review the entire product — Summary to include primary findings (i.e. highest priority) and top recommendations (i.e. greatest impact), including next steps — Info graphic/visual representation of the current cost of system operations (i.e. the cost of doing nothing) compared with the costs of an alternate delivery structure
<p>Introduction to final report</p>	<ul style="list-style-type: none"> — Outline of activities underlying evaluation process (e.g. meetings, surveys, data collection and analysis, stakeholder interviews, research) — Detailed explanation of KPMG approach and methodology — Review of County’s purpose and vision and how that informed project objectives and goals

EXHIBIT A
STATEMENT OF WORK

Current programs overview and system gaps

- Findings that inform our overall evaluation and shape the themes and particulars of recommendations. These findings will consider:
 - Programmatic strengths, gaps, opportunities
 - Wrap around support for vulnerable people, such as those re-entering community from incarceration or the chronically homeless
 - Current data related to EMS transports, high utilizers of systems, deaths related to suicide, and substance use.
 - Shift from reactive to proactive services model (i.e. move from crisis care focus to stabilization services and primary health care models)
 - Alternative service models for target populations that are high cost, high need but not adequately served by current options (e.g. triage and respite center as alternative for those in behavioral health distress but who can be served without the costly and time intensive process of the justice system or involuntary commitment process of Baker and Marchman Acts)
- Findings organized by strengths, gaps, opportunities, and barriers enable a clear narrative paired with chart/infographic/process flow for visual learning
 - System level findings will focus on higher-level mapping of connection points between agencies, providers, and systems (i.e. justice) that intersect with behavioral health service delivery – the goal is to address points of missed connection that could be strengthened to create a more complete continuum of care
 - Service level findings will include more detailed mapping of programs and services that overlap, as well as legacy services. This will include a review of outcomes, operations, and priorities to ascertain the factors effecting successful delivery, processes that could aid in improving outcomes, and areas of insufficient data.
- Process level findings will map 2-3 micro-processes identified as prime areas for detailed examination, which per the RLOI, include processes surrounding use of Baker Act beds and gaps related to lack of Marchman beds. Action plan will differentiate primary findings, those relating to root causes, and secondary findings, those that are drivers of an issue but not the root cause

Future state recommendations

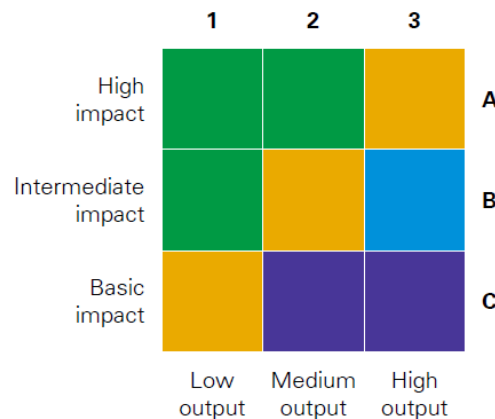
- Clear list of final recommendations regarding an integrated system of behavioral health care
- Outline of key assumptions underlying findings and recommendations
- Sketch implementation roadmap, focusing on high priority immediate next steps and, with aid of Pinellas stakeholders, including key performance indicators and process measures to track implementation success

EXHIBIT A
STATEMENT OF WORK

Operational cost assessment	<ul style="list-style-type: none"> — Breakdown of the current financial cost based on your data of current populations served — Compare with costs underlying implementation of recommendations¹ — KPMG will provide data analytics and projections based on implementation scenarios developed with Pinellas County and local stakeholders
------------------------------------	---

Recommendation prioritization: A framework, validated and scored by Pinellas County stakeholders, will help stakeholders assess the urgency and magnitude underlying the various recommendations.

Development of the final product will be an iterative process throughout this engagement. The below figure is one example of a scoring matrix in which Pinellas County stakeholders would score a recommendation as having high, intermediate, or basic impact and then score its implementation as requiring high, intermediate, or basic resources (output). Resources may include financial cost, human investment, and capital contributions, such as building space. Colors would be overlaid after scoring to provide visual delineation between the higher priority items in green, the intermediate priority items in yellow, and the lower priority items in purple.



Recommendations and accompanying prioritization framework should take into account risks, assess impact potential, and estimate cost ranges for implementation, enabling Pinellas County to make the most informed decisions about possible action. Recommendations should include elements such as:

¹ Client acknowledges that cost estimates will be in the form of a range and provided on the understanding that KPMG does not guarantee that this or any amount will be realized as a result of this activity. Client also acknowledges and accepts the risk that market, or other conditions, may change and future events may not unfold as expected.

- Cost estimates will utilize expected cost data and inputs supplied by client management. KPMG will not perform an audit on the data provided by management and therefore this presentation does not constitute an expression of opinion on the accuracy of the cost information presented.
- It must be recognized that it is not possible to predict future events or anticipate all potential circumstances. As such, actual costs resulting from the items subject to estimate will vary from the information presented and the variations may be material.

EXHIBIT A
STATEMENT OF WORK

- Recommendation categories/action
- Implementation cost range (i.e. under 250k, 250k-1mil, 1mil+)
- Cost types (i.e. capital vs. personnel, one time or recurring)

Expected work plan

- The above activities and expected work products are depicted across a twelve-week timeframe below. This work plan is dependent on the County client availability, data availability and support in coordinating engagement with relevant stakeholders. (Dates subject to contract process and County contract acceptance for start date).

Project Phase	W1 12/10 – 12/15	W2 12/16 – 12/22	Open Week 12/23 – 12/29	Open Week 12/30 – 1/5	W3 1/6 – 1/12	W4 1 1/13 – 1/19	W5 1/20 – 1/26	W6 1/27 – 2/2	W7 2/3 – 2/9	W8 2/10 – 2/16	W9 2/17 – 2/23	W10 2/24 – 3/1	W11 3/2 – 3/8	W12 3/9 – 3/15
Define														
Discover														
Design														
Recomm end & Deliver														

• Pricing

- KPMG pricing is competitive and consistent with the high-quality service you would expect from our professionals. Further, we believe long-term business relationships are based on strong professional association, mutual professional respect, and reasonable fees for professional services. The rate below includes all overhead costs. The total rate is significantly discounted from our published, standard rates.
- The timeline proposed assumes the client will make pertinent data, information and personnel available to the team. The client will agree to the project schedule with specific milestones for acceptance stated. The team will evaluate potential alternatives based on the stated goals, objectives and identified gaps, however, based on an evaluation criterion accepted by the client, the team will limit detailed analyses to recommended options to be no greater than two or three alternatives.
- The overall fee structure for the implementation of four projects and strategic support for twelve months is proposed as \$464,742 inclusive of expenses, which are estimated at 10% of professional fees.

EXHIBIT A
STATEMENT OF WORK

– Resource	– Labor Category	– Role
– Ian McPherson	– Principal	– Performance & Operations Principle
– Bill Zizic	– Managing Director	– Engagement Lead
– Leah Garabedian	– Manager	– Engagement Manager
– Vivian Demian ²	– Director	– Behavioral Health Specialist
– Brendan Davis	– Director	– Justice Integration Specialist
– Stella Cheng	– Senior Associate	– Performance / Change Analyst
– Senior Associate	– Senior Associate	– Performance Analyst
– Total Billable Fees		– \$464,742

- The table below summarizes the payment schedule; payments are due to KPMG within 30 days of invoice date, which are designated at the 25% (Define phase), 75% (Design phase) and 100% project duration milestones.

– Invoice Date	– Amount	– Percent of Total Fee
– Completion of define phase	– \$154,914	– 33 ^{1/3} %
– Completion of design phase	– \$154,914	– 33 ^{1/3} %
– Completion of project	– \$154,914	– 33 ^{1/3} %

- **A 5% project penalty may be assessed for missing the agreed final project completion deadline in the scope of work (12 weeks). The 5% penalty will be based on the total contracted project cost and assessed against the final payment if incurred. Pinellas County predicates this provision on its responsibility to make interviewees available on a timely basis and to provide data and feedback on drafts on a timely**

² Client expressly approves staffing of personnel from KPMG Canada.

EXHIBIT A
STATEMENT OF WORK

basis; moreover, Pinellas County acknowledges that KPMG's services must comply with American Institute of Certified Public Accountants ("AICPA") Standards for Consulting Services and delays resulting from adherence to those standards are not subject to project penalty provision.

Other matters

Pinellas acknowledges and agrees that KPMG's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of and made by Pinellas County. KPMG will not perform management functions or make management decisions for Pinellas County,

KPMG's services as outlined in this proposal constitute an advisory engagement conducted under the American Institute of Certified Public Accountants ("AICPA") Standards for Consulting Services. Such services are not intended to be an audit, examination, attestation, special report or agreed-upon procedures engagements as those services are defined in AICPA literature applicable to such engagements conducted by independent auditors. Accordingly, these services shall not result in the issuance of a written communication to third parties by KPMG directly reporting on financial data or internal control or expressing a conclusion or any other form of assurance. In providing these services, KPMG will undertake no role or view that could be considered public policy advocacy or lobbying.

INSURANCE REQUIREMENTS

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Contractor acknowledges and agrees that the services will be provided without any limitation on Contractor's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Contractor's liability to any specified amount in the performance of the services. Contractor shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Contractor is deemed to have accepted and agreed to provide the services without any limitation on Contractor's liability that Contractor does not take exception to in its response. Notwithstanding any exceptions by Contractor, the County reserves the right to declare its prohibition on any limitation on Contractor's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Contractor's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** By submitting a Proposal, the Contractor acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Contractor's indemnification obligations in the Services Agreement or requires the County to indemnify and/or hold the Contractor harmless in any way related to the services. Contractor shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Contractor to be included in the Services Agreement. Contractor is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Contractor does not take exception to in its response. Notwithstanding any exceptions by Contractor, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
3. **INSURANCE:**

The recommended Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your submittal being deemed non-responsive.

The contracted Contractor shall obtain and maintain, and require any sub-contractors 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, Contractor 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.

- a) Proposal submittals should include, the Contractor's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Contractor does not currently meet insurance requirements, Contractor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.
- b) Contractor shall email certificate that is compliant with the insurance requirements to "[**Click here and type buyer's email**]" .If certificate received with bid was a compliant certificate no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**

INSURANCE REQUIREMENTS

- c) 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(s) 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(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Contractor and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized Contractor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Bidder or their agent prior to the expiration date.
- (1) Contractor 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 Contractor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Contractor of this requirement to provide notice.
- (2) Should the Contractor, 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 Contractor for such purchase or offset the cost against amounts due to Contractor for services completed. 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.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Contractor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*

INSURANCE REQUIREMENTS

- (1) All subcontracts between Contractor and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Contractor to the same extent Contractor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Contractor to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Contractor is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.
 - (6) Any Certificate(s) 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(s) of Insurance. The County shall have the right, but not the obligation to determine that the Contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by Contractor, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Contractor to be in default and take such other protective measures as necessary.
 - (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Contractor and subcontractor(s).

EXHIBIT B

INSURANCE REQUIREMENTS

- i) The minimum insurance requirements and limits 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:

(1) Workers' Compensation Insurance

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

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

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

Limits	
Each Occurrence or Claim	\$2,000,000
General Aggregate	\$2,000,000

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.

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

EXHIBIT D
PAYMENT/INVOICES

Twelve Week Consulting Engagement

– Invoice Date	– Amount	– Percent of Total Fee
– Completion of define phase	– \$154,914	– 33 ^{1/3} %
– Completion of design phase	– \$154,914	– 33 ^{1/3} %
– Completion of project	– \$154,914	– 33 ^{1/3} %

- **A 5% project penalty may be assessed for missing the agreed final project completion deadline in the scope of work (12 weeks). The 5% penalty will be based on the total contracted project cost and assessed against the final payment if incurred.**

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, “The Local Government Prompt Payment Act.” Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier’s name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County’s Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County’s Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

EXHIBIT D

PAYMENT/INVOICES

PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.