



Pinellas County

315 Court Street, 5th
Floor Assembly Room
Clearwater, Florida 33756

Master

File Number: 16-351D

File ID: 16-351D	Type: Delegated Item	Status: Final
Version: 1	Agenda Section:	Department: Human Services
Subject:		File Created: 04/15/2016
		Final Action: 05/30/2016

Title: Funding Agreement with Operation PAR, Inc. for Medication Assisted Treatment through the Substance Abuse Service Expansion Grant Award from the U.S. Department of Health & Human Services, Health Resources Services Administration.

Internal Notes: Processed for 6.21.16 receipt and file report.

Attachment 1, page 15 for Mark's electronic signature.

Agenda Date: 06/21/2016

Agenda Item Number:

Sponsors:

Enactment Date:

Attachments: Operation PAR MAT Funding Agreement, Program Budget, Program Outcomes Report, Data Sharing Agreement, Grant Funding Conditions, Grant Certifications, Budget Modification, HIPAA Business Associate Agreement 2016, Insurance Requirements, 16-351D Funding agreement operation par MAT agreement with ins req's.docx, 16-351D Risk Review Funding Agmt with Operation PAR FINAL VEH, Operation PAR MAT Doing Things Model 5-10-16.pdf, OpPARPharm.pdf, 16-517A Approved Staff Report

Enactment Number:

REF #:

Hearing Date:

Drafter: astanton@pinellascounty.org

Effective Date:

Approval History

Version	Date	Approver	Action
1	04/17/2016	Tim Burns	Approve
Notes	Agreement includes grant monitoring language and grant requirements both general for federal grants and specific to HRSA under 45 CFR 75.		
1	04/17/2016	Lourdes Benedict	Approve
1	04/19/2016	Caseandra Williams	Approve
1	04/19/2016	OMB Gatekeeper	Delegate
1	04/20/2016	Fredricka Jones	Delegate
Notes	Delegated to HS' Analyst.		
1	04/21/2016	Veronica Ettel	Approve
1	04/22/2016	Bill Berger	Approve
1	04/26/2016	Risk First Review	Approve
1	04/28/2016	Virginia Holscher	Delegate
1	04/29/2016	Risk First Review	Delegate
1	04/29/2016	Virginia Holscher	Approve
1	05/02/2016	Carl Brody	Approve
Notes	Looks good, I will AATF on next review.		
1	05/04/2016	John Bennett	Delegate
Notes	Tim - can we attach a Doing Things Model to this item so we can see the expected outcomes, and possibly include those expected outcomes (if based on reliable, historical data) in the staff report demonstrating either a recurring best practice opportunity for these dollars, or if our first attempt - what the hypothesis will be related to the intended outcome? Tks John		
1	05/10/2016	Tim Burns	Approve
Notes	Doing Things Model Added with program Outcomes.		
1	05/10/2016	Abigail Stanton	Approve
Notes	Included automatic renewal if funding is continued beyond first grant year.		
1	05/11/2016	Carl Brody	Approve
Notes	My AATF at #14, but verify the compensation - it looks to be for one individual position.		
1	05/13/2016	Abigail Stanton	Delegate
Notes	Carl- I apologize but the Provider wanted to update their contact information in the Agreement. Can you please AATF to the Agreement now saved as the first attachment? Thank you!		
1	05/13/2016	Carl Brody	Approve
Notes	Re-signed at #14		

Master Continued (16-351D)

1	05/24/2016	Kevin Baxter	Delegate
1	05/25/2016	Alexis Sergeant	Approve
1	05/26/2016	John Bennett	Approve
Notes	I note that the per patient cost is approximately 8K, or over \$1350/month should all 6 months be required per patient. We should include in the DT Model the program cost offset to the 'system' if these patients were not treated going forward.		
1	05/30/2016	Mark S. Woodard	Approve
1	05/31/2016	Della Klug	Approve
1	05/31/2016	Alexis Sergeant	Approve
Notes	Processed for 6.21.16 receipt and file report.		

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Staff Report

File #: 16-517A, Version: 1

Agenda Date: 5/10/2016

Subject:

Substance Abuse Service Expansion Grant Award from the U.S. Department of Health & Human Services, Health Resources Services Administration.

Recommended Action:

Approve and accept grant funding in the amount of \$325,000.00 per year from the U.S. Department of Health and Human Services (HHS), Health Resources Services Administration (HRSA) for the Substance Abuse Service Expansion Award for the period of March 1, 2016 through February 28, 2017 to expand substance abuse services for the Health Care for the Homeless Program.

No County match is required.

Delegate authority to the County Administrator to approve the contract with the service provider, Operation PAR, for services related to the grant scope of services in an amount not to exceed \$325,000.00.

Strategic Plan:

Ensure Public Health, Safety, and Welfare

2.2 Be a facilitator, convener and purchaser of services for those in need

Deliver First Class Services to the Public and our Customers

5.1 Maximize partner relationships and public outreach

5.2 Be responsible stewards of the public's resources

Summary:

This award provides supplemental funding to the Health Care for the Homeless Program for Substance Abuse Service Expansion for the period of March 1, 2016 through February 28, 2017. The substance abuse service expansion will improve and expand the delivery of substance abuse services with a focus on medication-assisted treatment (MAT) for opioid disorders.

Funding through this program will enhance the health center's existing model of integrated primary/behavioral health care by providing on-site Screening, Brief Intervention, and Referral to Treatment (SBIRT), assessment, and MAT through a contract with Operation PAR for an identified group of 40 patients, 10 receiving Methadone Maintenance Treatment for six months, and 30 receiving injectable Naltrexone, or Vivitrol, for six months coupled with counseling sessions.

Background Information:

Since 1988, medical, behavioral health, and dental care referrals have been provided to the homeless population in the County via the MMU. Primary health care is provided at no charge to homeless patients with incomes at or below 100% of the FPL.

The need for additional substance abuse services is great. Nationwide, approximately six (6) adult men die from alcohol poisoning every day. At least 50 percent of health center patients are adult men who use/abuse alcohol. Data from Operation PAR, the County's only licensed nonprofit provider of MAT, shows that 17% of the clients seen for inpatient detoxification for the past year were homeless. Close to 60% of the total number served (1371) have opioids as their primary drug of choice and close to 40% with alcohol as a primary drug of choice. This data indicates that this patient population has demonstrated need for ongoing treatment and continuous engagement. This award provides expansion funding to the Health Care for the Homeless Program for Substance Abuse Service Expansion for the period of March 1, 2016 through February 28, 2017. The substance abuse service expansion will improve and expand the delivery of substance abuse services with a focus on medication-assisted treatment (MAT) for opioid disorders.

In 2015, the County served 2,239 unduplicated homeless patients through the MMU and Safe Harbor medical clinic.

Fiscal Impact:

This award provides supplemental federal funding in the amount of \$325,000 per year for the period of March 1, 2016 through February 28, 2017. Ongoing funding equivalent to the amount of this award will continue beyond FY 2016 dependent upon Congressional appropriation and satisfactory performance. The new grant funds were not anticipated or included in the FY16 Adopted Budget. Additional revenue and expense will be included in the FY16 estimate and FY17 request during FY17 budget development. Human Services will submit a budget resolution to amend the FY16 budget. No County match is required.

Staff Member Responsible:

Lourdes Benedict, Director, Human Services

Partners:

Operation PAR
Florida Department of Health in Pinellas County

Attachments:

Notice of Award, #H80CS00024-15-01
Final Submitted Grant Application

HUMAN SERVICES FUNDING AGREEMENT

THIS AGREEMENT (Agreement), effective upon the date executed below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**COUNTY**," and **OPERATION PAR, INC.**, a non-profit Florida corporation whose address is 6655 66th Street North, Pinellas Park, FL 33781, hereinafter called the "**AGENCY**."

WITNESSETH:

WHEREAS, the **COUNTY** desires to provide for local community mental health and substance abuse treatment services within Pinellas County; and

WHEREAS, the **COUNTY** is committed to both enhancing the delivery of human services and increasing citizen access to those services; and

WHEREAS, the **COUNTY** recognizes that the **AGENCY** responds to critical needs within the community as the only licensed, non-profit provider of Medication Assisted Treatment (MAT) for substance abuse in the County;

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

1. **Scope of Services.**

AGENCY shall provide one (1) full-time Bachelor's Level Certified Addiction Professional (CAP) to co-locate with the County's Healthcare for the Homeless program and facilitate the integration of primary care and behavioral health care for referrals made in consultation with the program Medical Director. **AGENCY** will ensure that approximately forty (40) clients will be given access to MAT for opioid use and other substance use disorders per year. Additionally, the CAP will be available through electronic methods (eServices) as necessary to meet the needs of these forty (40) clients.

2. **Term of Agreement.**

This Agreement shall commence retroactive to March 1, 2016, and will expire on February 28, 2017. The Agreement will automatically renew under the same terms and conditions upon extension of grant funding or new grant award.

3. **Compensation.**

a) The COUNTY agrees to pay the AGENCY an amount not to exceed THREE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 (\$325,000.00) per grant year (March 1 through February 28) for the services above, as detailed in Attachment I.

b) All requests for reimbursement payments must be submitted on a quarterly basis and shall consist of an invoice for the quarterly amount, signed by an authorized AGENCY representative, and include all documentation such as the cost of services provided, invoices, receipts, or copies of time slips or pay stubs which verify the services for which reimbursement is sought. Invoices shall be sent electronically to the Contract Manager on a within forty five (45) days of the end of the quarter. The COUNTY shall not reimburse the AGENCY for any expenditures in excess of the amount budgeted without prior approval or notification.

c) The COUNTY shall reimburse to the AGENCY in accordance with the Florida Prompt Payment Act upon receipt of invoice and required documentation. When the required documentation and/or reports are incomplete or untimely, the COUNTY may withhold payment until such time as the COUNTY accepts the remedied documentation and/or reports.

d) Any funds expended in violation of this Agreement or in violation of appropriate Federal, State, and County requirements shall be refunded in full to the COUNTY. If this Agreement is still in force, future payments shall be withheld by the COUNTY.

4. Performance Measures.

The AGENCY agrees to submit a quarterly Program Outcomes Report (See Attachment 2) to the COUNTY. The COUNTY reserves the right to amend these data elements, performance measures, or reports as necessary to ensure that the overall programmatic purpose is demonstrated, quantified, and achieved. This report shall be submitted to the COUNTY no later than forty five (45) 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. The report formats shall be prescribed and provided by the COUNTY.

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

As a condition of receipt of a funding award from Pinellas County, the AGENCY agrees to list new or updated program data in the 211 online database.

6. Data Sharing.

Upon request the AGENCY agrees to execute a Data Sharing Agreement (See Attachment 3) and provide program and other information in an electronic format to the COUNTY for the sole purpose of data collection, research and policy development

7. Monitoring.

- a) AGENCY will comply with COUNTY and departmental policies and procedures.
- b) AGENCY will cooperate in monitoring site visits including, but not limited to, review of staff, fiscal and client records and provision of related information at any reasonable time.
- c) AGENCY will submit other reports and information in such formats and at such times as may be prescribed by the COUNTY.

d) **AGENCY** will submit reports on any monitoring of the program funded in whole or in part by the **COUNTY** that are conducted by federal, state or local governmental agencies or other funders

e) If the **AGENCY** receives accreditation reviews, each accreditation review will be submitted to the **COUNTY** after receipt by **AGENCY**.

f) All monitoring reports will be as detailed as may be reasonably requested by the **COUNTY** and will be deemed incomplete if not satisfactory to the **COUNTY** as determined in its sole reasonable discretion. Reports will contain the information or be in the format as may be requested by the **COUNTY**. If approved by the **COUNTY**, the **COUNTY** will accept a report from another monitoring agency in lieu of reports customarily required by the **COUNTY**.

8. Federal Grant Requirements.

a **AGENCY** agrees to comply with Attachments 4 and 5 regarding federal grant guidelines.

b. **AGENCY** will comply with Uniform Guidance established under 45 CFR 75 defining administrative requirements, cost principles, and audit requirements for Health and Human Services grant awards.

c. **AGENCY** will ensure that all reimbursed expenditures will be made in compliance with grant requirements.

d. **AGENCY** will maintain documentation as necessary to demonstrate compliance with required federal guidelines and will make documentation available upon request and during monitoring visits.

e **AGENCY** will participate in monitoring of grant funded activities as determined necessary for compliance under federal award **H80CS00024-15-01**.

9. Documentation.

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

- a. Articles of Incorporation
- b. AGENCY By-Laws
- c. Past 12 months of financial statements and receipts
- d. Membership list of governing board
- e. All legally required licenses
- f. Latest agency financial audit and management letter
- g. Biographical data on the AGENCY chief executive and program director
- h. Equal Employment Opportunity Program
- i. Inventory system – (equipment records)
- j. IRS Status Certification/501 (c) (3)
- k. Current job descriptions for staff positions
- l. Match documentation

10. Disaster Response

- a. **AGENCY** will provide the **COUNTY** with a current copy of their Continuity of Operations Plan upon request to aid in service planning during disaster response
- b. **AGENCY** agrees to participate in community disaster response planning and operations with the **COUNTY**.
- c. **AGENCY** will be reimbursed for services requested during emergency response up to ten percent (10%) of the contract value.

11. Payments During Disaster Recovery

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

12. Special Situations.

AGENCY agrees to inform COUNTY within one (1) business day of any circumstances or events which may reasonably be considered to jeopardize its capability to continue to meet its obligations under the terms of this Agreement. Incidents may include, but are not limited to, those resulting in injury, media coverage or public reaction that may have an impact on the AGENCY's or COUNTY's ability to protect and serve its participants, or other significant effect on the AGENCY or COUNTY. Incidents shall be reported to the designated COUNTY contact below by phone or email only. Incident report information shall not include any identifying information of the participant

13. Cancellation.

a) The COUNTY reserves the right to cancel this Agreement without cause by giving thirty (30) days prior notice to the AGENCY in writing of the intention to cancel, or with cause if at any time the AGENCY fails to fulfill or abide by any of the terms or conditions specified. Failure of the AGENCY to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and shall be cause for immediate termination of the Agreement at the discretion of the COUNTY.

b) In the event the AGENCY uses any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, the AGENCY shall, at the option of the COUNTY, repay such amount and be deemed to have waived the privilege of receiving additional funds under this Agreement.

c) 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.

14. Assignment/Subcontracting.

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

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

15. Amendment/Modification.

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

form of a written amendment to this Agreement and formally approved by the parties. Budget modifications that do not result in an increase of funding, change the purpose of this Agreement or otherwise amend the terms of this Agreement shall be submitted in the format prescribed and provided by the COUNTY. (See Attachment 6)

16. Indemnification.

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

17. HIPAA

a) The AGENCY agrees to execute a HIPAA Business Associate Agreement upon execution of this Agreement (See Attachment 7.)

b) The AGENCY is a covered entity and AGENCY agrees to use and disclose Protected Health Information in compliance with the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and shall disclose

any policies, rules or regulations enforcing these provisions upon request.

18. Insurance.

The AGENCY shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment 8, and provide a Certificate of Insurance to the COUNTY. The insurance requirements shall remain in effect throughout the term of this Agreement

19. Public Entities Crimes.

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

20. Business Practices.

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

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

c) All AGENCY records relating to this Agreement shall be subject to audit by the COUNTY and shall be subject to the applicable provisions of the Florida Public Records Act,

chapter 119, Florida Statutes In addition, the AGENCY shall provide an independent audit to the COUNTY, if so requested by the COUNTY

21. Nondiscrimination.

a) The AGENCY shall not discriminate against any applicant for employment or employee with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment or against any client because of age, sex, race, ethnicity, color, religion, national origin, disability or sexual orientation.

b) The AGENCY shall not discriminate against any person on the basis of age, sex, race, ethnicity, color, religion, national origin, disability or sexual orientation in admission, treatment, or participation in its programs, services and activities.

c) The AGENCY shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

d) At no time will clients served under this Agreement be segregated or separated in a manner that may distinguish them from other clients being served by the AGENCY.

22. Interest of Members of County and Others.

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

governing body, or public official of the governing body of any locality in which the program is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this program, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

23. Conflict of Interest.

The AGENCY shall promptly notify the COUNTY in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the AGENCY is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the AGENCY may identify the prospective business association, interest or circumstance, the nature of work that the AGENCY may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion within (10) calendar days of receipt of notification by the AGENCY, which shall be binding on the AGENCY.

24. Independent Contractor.

It is expressly understood and agreed by the parties that AGENCY is at all times hereunder acting and performing as an independent contractor and not as an agent, servant, or employee of the COUNTY. No agent, employee, or servant of the AGENCY shall be, or shall be deemed to be, the agent or servant of the COUNTY. None of the benefits provided by the COUNTY to their employees including, but not limited to, Worker's Compensation Insurance and Unemployment Insurance are available from COUNTY to the employees, agents, or servants of the AGENCY.

25. Non-Expendable Property.

For the purposes of this Agreement, non-expendable property shall mean all property which

will not be consumed or lose its identity, which costs \$5,000.00 more per unit, and which has a life expectancy in excess of one year.

a) The **AGENCY** shall list any non-expendable property purchased by these funds according to description, model, serial number, date of acquisition, and cost.

b) The **COUNTY** reserves the right to have its agent personally inspect said property.

c) The **AGENCY** shall own any non-expendable property purchased by funds from this grant subject to the following conditions:

1. The **AGENCY** shall not sell said property within one year of purchase unless express permission is obtained from the **COUNTY** in writing,

2. The **AGENCY** shall use said property for the purposes of the program herein, or for similar purposes;

3. The **COUNTY** shall have the right to take exclusive possession, control, and all other ownership rights of said property whose value exceeds \$5,000.00 at any time prior to the end of this Agreement if the **AGENCY** violates any provision of this Agreement, or if the **AGENCY** fails to use the property for the purposes of the project herein, or if the **AGENCY** ceases to exist for the purposes of this Agreement; and

4. The **AGENCY** shall reimburse funds to the **COUNTY** totaling a proportional share of the fair value of any non-expendable property purchased by the **AGENCY** with funding obtained through this Agreement: i. which is sold, ii. or if the **AGENCY** fails to use the property for the purposes of the project herein, iii. or if the **AGENCY** ceases to exist for the purposes of this Agreement. The share due the **COUNTY** shall be determined by the proportion of **COUNTY** funding used to

purchase non-expendable property. The COUNTY at its option may waive this requirement and allow the AGENCY to retain any funds received from such sale.

26. 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.

27. Governing Law.

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

28. Public Records.

The AGENCY acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. The AGENCY agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and the AGENCY policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the AGENCY agrees to charge any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

29. Conformity to the Law.

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

30. Prior Agreement, Waiver, and Severability.

This Agreement supersedes any prior Agreements between the Parties and is the sole basis for agreement between the Parties. 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.

31. Agreement Management.

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

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

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

Dianne Clarke, Ph.D., CAP
Operation PAR, Inc.
6655 66th St North
Pinellas Park, FL 33781

SIGNATURE PAGE FOLLOWS

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

PINELLAS COUNTY, FLORIDA, by and through its County Administrator

Mark L. Woodard
Mark Woodard

Date: May 31, 2016

OPERATION PAR, INC.

Dianne Clarke
Dianne Clarke, Chief Operating Officer

Date: 5-17, 2016

APPROVED AS TO FORM

By:

[Signature]
Office of the County Attorney

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
SUBSTANCE ABUSE SERVICE EXPANSION BUDGET JUSTIFICATION | 4/20/2016
GRANT #H80CS00024


Budget Justification	Year 1		Year 2
	Federal	Non-Federal	
PERSONNEL			
SEE CONTRACTUAL	\$0	\$0	\$0
TOTAL PERSONNEL	\$0	\$0	\$0
FRINGE BENEFITS			
SEE CONTRACTUAL	\$0	\$0	\$0
TOTAL FRINGE	\$0	\$0	\$0
TRAVEL			
<u>Local travel:</u> .445/mile 1,124 miles (280 miles/staff) 4 staff	\$500	\$0	\$500
Year 2: 560 miles			
TOTAL TRAVEL	\$500	\$0	\$500
EQUIPMENT – Maximum request of \$25,000 in Year 1 only. List equipment costs and provide justification. This section should be consistent with information presented in the Equipment List.			
Not Applicable	\$0	\$0	
TOTAL EQUIPMENT	\$0	\$0	
SUPPLIES			
Laptop Computer Bundle	\$1,040	\$0	\$0
Office Supplies (\$50/month x 12 months) Year 2: \$115/month x 12 months	\$600		\$600
TOTAL SUPPLIES	\$1,640	\$0	\$600
CONTRACTUAL – Include sufficient detail to justify each line item.			
Community-Based MAT Provider (Operation PAR) (includes Fringe & Admin Costs)			
- Certified Addiction Professional/Counselor (1.0 FTE)	\$46,950	\$0	\$46,950
- Clinical Supervisor (0.08 FTE)	\$4,517	\$0	\$4,517
- Project Supervisor (0.025 FTE)	\$5,202	\$0	\$5,202
- Evaluator (0.025 FTE)	\$2,697	\$0	\$2,697

Budget Justification	Year 1		Year 2
	Federal	Non-Federal	
Medication Assisted Treatment			
<u>Vivatro</u> Six months medication assisted treatment including 6 additional months of counseling (\$1300/mo. for 30 clients)	\$234,000	\$0	\$234,000
<u>Methadone</u> Six months medication assisted treatment including 6 additional months of counseling (\$92.30/week for 10 clients)	\$23,998	\$0	\$23,998
TOTAL CONTRACTUAL	\$317,364	\$0	\$317,363
OTHER – Include sufficient detail to justify each line item. Note: Federal funding CANNOT support grant-writing, fundraising or lobbying costs.			
Training - four 3hr. sessions/yr Year 2: eight sessions	\$1,500	\$0	\$3,000
Transportation - bus passes, taxi fare (216 MAT trips; Counseling as needed)	\$2,916	\$0	\$2,457
Zoom - E-counseling software program \$15/month x 12 months	\$180	\$0	\$180
Cell Phone - Cell Phone Service for 1.0 FTE \$75/month x 12 months	\$900	\$0	\$900
TOTAL OTHER	\$5,496	0	\$6,537
TOTAL DIRECT CHARGES (Sum of all TOTAL Expenses above)	\$325,000	\$0	\$325,000
INDIRECT CHARGES	\$0	\$0	\$0
TOTALS (Total of TOTAL DIRECT CHARGES and INDIRECT CHARGES above)	\$325,000	\$0	\$325,000

Personnel Costs:

Name	Position Title	% of FTE	Base Salary	Adjusted Annual Salary	Federal Amount Requested
TBD	Counselor	100%	\$32,240		\$32,240
T. Sawaya	Clinical Supervisor	.5%	\$3,102		\$3,102
D. Clarke	Project Supervisor	2.5%	\$3,572		\$3,572
M. Vargo	Evaluator	2.5%	\$1,852		\$1,852

FY 15-16 Performance Outcomes Report
SAMPLE ONLY

	Provider Name: Program Name:	Number of days in Quarter	Total Clients Served	Total Female	Total Male	18-24 Female
FY 15-16 Program	Q1	92				
	Q2	91				
	Q3	91				
	Q4	92				
FY 16-17 Program	Q1					
	Q2					
	Q3					
	Q4					
FY 17-18 Program	Q1					
	Q2					
	Q3					
	Q4					
FY 18-19 Program	Q1					
	Q2					
	Q3					
	Q4					

FY 15-16 Performance Outcomes Report
SAMPLE ONLY

<u>Program Specifics</u>					

Data Sharing Agreement

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

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

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

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

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

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

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

ACQUISITIONS \$3,500.00 up to \$100,000.00

ATTACHMENT 4 GRANT FUNDING CONDITIONS

This solicitation is either fully or partially Grant funded. Quoters shall comply with the clauses as enumerated below. In addition, Attachment B shall be executed and returned with all submittals. Quoters may be deemed non-responsive for non-compliance and failure to submit Attachment B.

1. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards
2. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
3. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
4. **Utilization of Minority and Women Firms (M/WBE) (Attachment B):** The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Prior to contract award, the contractor shall document efforts (see Attachment B) to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

Please see information requested on Attachment B

5. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
6. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387):** as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Debarment and Suspension (See Attachment B) (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties

declared ineligible under statutory or regulatory authority other than Executive Order 12549. **The quoter shall certify compliance as per Attachment B**

8. **Byrd Anti-Lobbying Amendment (See attachment B) (31 U.S.C. 1352):** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. **The quoter shall certify compliance as per Attachment B**
9. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.
10. **Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding

ATTACHMENT 5
CERTIFICATIONS REGARDING LOBBYING; DRUG FREE WORKPLACE AND
REQUIREMENTS DEBARMENT, SUSPENSION OTHER RESPONSIBILITY MATTERS and
UTILIZATION OF DISADVANTAGED FIRMS (M/WBE)

This solicitation requires execution of this form which affirms compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying, 10 CFR Part 607 "Government wide Requirements for Drug-Free Workplace (Grants) and 10 CFR Part 606 "Government Debarment and Suspension

1. LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ADDITIONAL LOBBYING REPRESENTATION

Contractors which are described in section 501(c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, are not eligible for the receipt of Federal funds constituting an award, grant, or loan.

As set forth in section 3 of the Lobbying Disclosure Act of 1995 as amended, (2 U.S.C. 1602), lobbying activities are defined broadly to include, among other things, contacts on behalf of an organization with specified employees of the Executive Branch and Congress with regard to Federal legislative, regulatory, and program administrative matters.

Check the appropriate block:

The company is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986:

Yes No If, you checked "Yes" above, check the appropriate block:

The applicant represents that after December 31, 1995 it has has not Engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.

2. DRUG FREE WORKPLACE CERTIFICATION

In accordance with the Drug-Free Workplace Act of 1988 (Pub.L.100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

ALTERNATE I (Vendors OTHER THAN INDIVIDUALS)

A business certifies that it will or will continue to provide a drug-free workplace by:

As the person authorized to sign the statement, I certify that this firm complies fully with the these requirements.

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs;
and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended;
or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a),(b),(c),(d),(e), and (f).

ALTERNATE II (Vendors who are Individuals)

- (1) The vendor certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.
- (2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- (1) The prospective lower tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

4. DBE GOOD FAITH EFFORTS

The bidder must submit documentation of its good faith efforts to assure that minority businesses, woman-owned business enterprises and labor surplus firms are used when possible.

Pinellas County may require that bidder provide additional substantiation of good faith efforts.

A. **Date:** **Firm and Contact Person:** **Area of Expertise:**

Response:

B. **Date:** **Firm and Contact Person:** **Area of Expertise:**

Response:

C. **Date:** **Firm and Contact Person:** **Area of Expertise:**

Response:

D. **Date:** **Firm and Contact Person:** **Area of Expertise:**

Response:

SIGNATURE

As the duly authorized representative of the company, I hereby certify that the company will comply with the above certifications.

Company Name:

Printed Name and Title of Authorized Representative:

SIGNATURE

DATE

The company may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance: (Street address, city, county, state, zip code)

Street Address

City, County, State, Zip

Check if there are workplaces on file that are not identified here.

DUNS Number (Company Data Universal Numbering System regulated by Dun & Bradstreet)



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

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

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

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

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

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

PROVIDER AGENCY:

PINELLAS COUNTY GOVERNMENT:

Authorized By:

Verified By:

Name and Title:

Director Name:

Date:

Date:

BCC Approval Required: Yes No

Approved By County Attorney:

BCC Approval Date:

Name

Effective Date:

Date:

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement (hereinafter referred to as AGREEMENT) is entered into by and between Pinellas County, a political subdivision of the State of Florida (hereinafter referred to as COVERED ENTITY) and the business associate named on the signature page hereof (hereinafter referred to as BUSINESS ASSOCIATE) (each hereinafter referred to as PARTY and collectively hereinafter referred to as the PARTIES) on this ____ day of _____, 2016.

WHEREAS, BUSINESS ASSOCIATE performs functions, activities, or services for, or on behalf of COVERED ENTITY, and BUSINESS ASSOCIATE receives, has access to or creates Health Information in order to perform such functions, activities or services; and

WHEREAS, COVERED ENTITY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated there under (hereinafter referred to as HIPAA), including but not limited to, the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information found at 45 Code of Federal Regulations Parts 160, 162 and 164; and

WHEREAS, HIPAA requires COVERED ENTITY to enter into a contract with BUSINESS ASSOCIATE to provide for the protection of the privacy and security of Health Information, and HIPAA prohibits the disclosure to or use of Health Information by BUSINESS ASSOCIATE if such a contract is not in place; and

WHEREAS, as a result of the requirements of the Health Information Technology for Economic and Clinical Health Act (hereinafter referred to as HITECH ACT), as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the U.S. Department of Health and Human Services (hereinafter referred to as SECRETARY), all as amended from time to time, the PARTIES agree to this AGREEMENT in order to document the PARTIES' obligations under the HITECH ACT.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the PARTIES agree as follows:

ARTICLE I DEFINITIONS

1.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean <enter here>.

1.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Pinellas County by and through its Department of Human Services.

1.3 “Disclose” and “Disclosure” shall mean, with respect to Health Information, the release, transfer, provision of access to, or divulging in any other manner of Health Information outside BUSINESS ASSOCIATE’s internal operations or to other than its employees.

1.4 “Health Information” shall mean information that: (a) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) is received by BUSINESS ASSOCIATE from or on behalf of COVERED ENTITY, or is created by BUSINESS ASSOCIATE, or is made accessible to BUSINESS ASSOCIATE by COVERED ENTITY.

1.5 “HIPAA Rules”. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.6 “Privacy Regulations” shall mean the Standards for Privacy of Covered Individually Identifiable Health Information, 45 Code of Federal Regulations Parts 160 and 164, promulgated under HIPAA.

1.7 “Services” shall mean the services provided by BUSINESS ASSOCIATE pursuant to the Underlying Agreement, or if no such agreement is in effect, the services BUSINESS ASSOCIATE performs with respect to the COVERED ENTITY.

1.8 “Underlying Agreement” shall mean the services agreement executed by the COVERED ENTITY and BUSINESS ASSOCIATE, if any.

1.9 “Use” or “Uses” shall mean, with respect to Health Information, the sharing, employment, application, utilization, examination or analysis of such Health Information within BUSINESS ASSOCIATE’s internal operations.

1.10 Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use, unless otherwise specifically defined or referred under this Agreement.

ARTICLE II OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Initial Effective Date of Performance. The obligations created under this AGREEMENT shall become effective immediately upon execution of this AGREEMENT or the agreement to which it is appended.

2.2 Obligations and Activities of Business Associate. Business Associate agrees to:

- a. Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law.
- b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.
- c. Report to covered entity any unauthorized acquisition, access, use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware.
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- e. Make available protected health information in a designated record set to the COVERED ENTITY as necessary to satisfy covered entity's obligations under 45 CFR 164.524.
- f. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526.
- g. Maintain and make available the information required to provide an accounting of disclosures to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.528.
- h. To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s).
- i. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

2.3 Permitted Uses and Disclosures of Health Information. BUSINESS ASSOCIATE is authorized to:

- a. Use and Disclose Health Information as necessary to perform Services for, or on behalf of COVERED ENTITY.

b. Use Health Information to create aggregated or de-identified information consistent with the requirements of the Privacy Regulations.

c. Use or Disclose Health Information (including aggregated or de-identified information) as otherwise directed by COVERED ENTITY provided that COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose Health Information in a manner that would not be permissible if done by COVERED ENTITY.

d. To the extent required by the HITECH ACT, BUSINESS ASSOCIATE shall limit its use, disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended use, disclosure or request, respectively. Effective on the date the SECRETARY issues guidance on what constitutes "minimum necessary" for purposes of HIPAA, BUSINESS ASSOCIATE shall limit its use, disclosure or request of PHI to only the minimum necessary as set forth in such guidance.

e. BUSINESS ASSOCIATE shall not use Health Information for any other purpose that would violate Subpart E of 45 CFR Part 164, except that if necessary, BUSINESS ASSOCIATE may use Health Information for the proper management and administration of BUSINESS ASSOCIATE or to carry out its legal responsibilities; provided that any use or disclosure described herein will not violate the Privacy Regulations or Florida law if done by COVERED ENTITY. Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may disclose Health Information for the proper management and administration of the BUSINESS ASSOCIATE, provided that with respect to any such disclosure either: (a) the disclosure is required by law (within the meaning of the Privacy Regulations) or (b) the disclosure would not otherwise violate Florida law and BUSINESS ASSOCIATE obtains reasonable written assurances from the person to whom the information is to be disclosed that such person will hold the information in confidence and will not use or further disclose such information except as required by law or for the purpose(s) for which it was disclosed by BUSINESS ASSOCIATE to such person, and that such person will notify BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Compliance with Security Provisions. BUSINESS ASSOCIATE shall:

a. Implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312.

b. Implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316.

c. Be in compliance with all requirements of the HITECH ACT related to security and applicable as if BUSINESS ASSOCIATE were a covered entity, as such term is defined in HIPAA.

d. BUSINESS ASSOCIATE shall use its best efforts to implement and maintain technologies and methodologies that render PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH ACT.

2.5 Compliance with Privacy Provisions. BUSINESS ASSOCIATE shall only use and disclose PHI in compliance with each applicable requirement of 45 CFR § 164.504(e). BUSINESS ASSOCIATE shall comply with all requirements of the HITECH ACT related to privacy and applicable as if BUSINESS ASSOCIATE were a covered entity, as such term is defined in HIPAA.

2.6 Mitigation. BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of a use or disclosure of Health Information by BUSINESS ASSOCIATE in violation of the requirements of this AGREEMENT.

2.7 Breach of Unsecured PHI. The provisions of this Section are effective with respect to the discovery of a breach of unsecured PHI occurring on or after September 23, 2009.

a. With respect to any unauthorized acquisition, access, use or disclosure of COVERED ENTITY's PHI by BUSINESS ASSOCIATE, its agents or subcontractors, BUSINESS ASSOCIATE shall:

- 1) Investigate such unauthorized acquisition, access, use or disclosure;
- 2) Determine whether such unauthorized acquisition, access, use or disclosure constitutes a reportable breach under the HITECH ACT; and
- 3) Document and retain its findings under clauses 1) and 2) of this Section.

b. BUSINESS ASSOCIATE shall notify COVERED ENTITY of all suspected breaches within five (5) business days of discovery. If the BUSINESS ASSOCIATE discovers that a reportable breach has occurred, BUSINESS ASSOCIATE shall notify COVERED ENTITY of such reportable breach in writing within three (3) days of the date BUSINESS ASSOCIATE discovers and determines that such breach is reportable. BUSINESS ASSOCIATE shall notify COVERED ENTITY immediately upon discovering a reportable breach of more than 500 individuals.

c. BUSINESS ASSOCIATE shall be deemed to have discovered a breach as of the first day that breach is either known to BUSINESS ASSOCIATE or any of its employees, officers or agents, other than the person who committed the breach, or by through exercise of reasonable diligence, should have been known to BUSINESS ASSOCIATE or any of its employees, officers or agents, other than the person who committed the breach.

d. To the extent the information is available to BUSINESS ASSOCIATE, it's written notice shall include the information required by 45 CFR §164.410.

e. BUSINESS ASSOCIATE shall promptly supplement the written report with additional information regarding the breach as it obtains such information.

f. BUSINESS ASSOCIATE shall cooperate with COVERED ENTITY in meeting the COVERED ENTITY's obligations under the HITECH ACT with respect to such breach. COVERED ENTITY shall have sole control over the timing and method of providing notification of such breach to the affected individual(s), the SECRETARY and, if applicable, the media, as required by the HITECH ACT.

g. BUSINESS ASSOCIATE shall reimburse COVERED ENTITY for its reasonable costs and expenses in providing the notification, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, and costs of mitigating the harm for affected individuals whose PHI has or may have been compromised as a result of the breach. In order to be reimbursed by BUSINESS ASSOCIATE, COVERED ENTITY must provide to BUSINESS ASSOCIATE a written accounting of COVERED ENTITY's actual costs and to the extent applicable, copies of receipts or bills with respect thereto.

2.8 Availability of Internal Practices, Books and Records. BUSINESS ASSOCIATE agrees to make its internal practices, books and records relating to the use and disclosure of Health Information available to the SECRETARY, for purposes of determining COVERED ENTITY's compliance with the Privacy Regulations.

2.9 Agreement to Restriction on Disclosure. If COVERED ENTITY is required to comply with a restriction on the disclosure of PHI pursuant to Section 13405 of the HITECH ACT, then COVERED ENTITY shall, to the extent needed to comply with such restriction, provide written notice to BUSINESS ASSOCIATE of the name of the individual requesting the restriction and the PHI affected thereby. BUSINESS ASSOCIATE shall, upon receipt of such notification, not disclose the identified PHI to any health plan for the purposes of carrying out payment or health care operations, except as otherwise required by law.

2.10 Accounting of Disclosures. Upon COVERED ENTITY's request, BUSINESS ASSOCIATE shall:

a. Provide to COVERED ENTITY an accounting of each disclosure of Health Information made by BUSINESS ASSOCIATE or its employees, agents, representatives or subcontractors as required by the Privacy Regulations. For each Disclosure that requires an accounting under this Section 2.10, BUSINESS ASSOCIATE shall track the information required by the Privacy Regulations, and shall securely maintain the information for six (6) years from the date of the Disclosure.

b. If BUSINESS ASSOCIATE is deemed to use or maintain an Electronic Health Record on behalf of COVERED ENTITY, then BUSINESS ASSOCIATE shall

maintain an accounting of any disclosures made through an Electronic Health Record for treatment, payment and health care operations, as applicable. Such accounting shall comply with the requirements of the HITECH ACT.

c. Upon request by COVERED ENTITY, BUSINESS ASSOCIATE shall provide such accounting to COVERED ENTITY in the time and manner specified by the HITECH ACT.

d. Where COVERED ENTITY responds to an individual's request for an accounting of disclosures made through an Electronic Health Record by providing the requesting individual with a list of all business associates acting on behalf of COVERED ENTITY; BUSINESS ASSOCIATE shall provide such accounting directly to the requesting individual in the time and manner specified by the HITECH ACT.

2.11 Use of Subcontractors and Agents. BUSINESS ASSOCIATE shall require each of its agents and subcontractors that receive Health Information from BUSINESS ASSOCIATE to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this AGREEMENT with respect to such Health Information.

2.12 Access to Electronic Health Records.

a. If BUSINESS ASSOCIATE is deemed to use or maintain an Electronic Health Record on behalf of COVERED ENTITY with respect to PHI, BUSINESS ASSOCIATE shall provide an individual with a copy of the information contained in such Electronic Health Record in an electronic format and, if the individual so chooses, transmit such copy directly to an entity or person designated by the individual upon request, to the extent an individual has the right to request a copy of the PHI maintained in such Electronic Health Record pursuant to 45 CFR § 164.524 and makes such a request to BUSINESS ASSOCIATE.

b. BUSINESS ASSOCIATE may charge a fee to the individual for providing a copy of such information, but such fee may not exceed BUSINESS ASSOCIATE's labor costs in responding to the request for the copy.

c. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI shall otherwise apply and BUSINESS ASSOCIATE shall comply therewith as if BUSINESS ASSOCIATE were the COVERED ENTITY.

d. At COVERED ENTITY's request, BUSINESS ASSOCIATE shall provide COVERED ENTITY with a copy of an individual's PHI maintained in an Electronic Health Record in an electronic format in a time and manner designated by COVERED ENTITY in order for COVERED ENTITY to comply with 45 CFR § 164.524, as amended by the HITECH ACT.

2.13 Limitations on Use of PHI for Marketing Purposes.

a. BUSINESS ASSOCIATE shall not use or disclose PHI for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication:

- 1) Complies with the requirements the definition of marketing contained in 45 CFR § 164.501; and
- 2) Complies with the requirements of Subparagraphs a, b or c of Section 13406(a)(2) of the HITECH ACT.

b. COVERED ENTITY shall cooperate with BUSINESS ASSOCIATE to determine if the foregoing requirements are met with respect to any such marketing communication.

ARTICLE III TERM AND TERMINATION

3.1 Term. Subject to the provisions of Sections 3.2 and 3.3, the term of this AGREEMENT shall be the term of the Underlying Agreement.

3.2 Termination of AGREEMENT.

a. Upon becoming aware of a pattern of activity or practice of either PARTY that constitutes a material breach or violation of obligations under the AGREEMENT, the non-breaching PARTY shall immediately notify the PARTY in breach.

b. Notification shall be provided in writing and shall specify the nature of the breach.

c. With respect to such breach or violation, upon receiving notice of the violation the non-breaching PARTY shall:

- 1) Allow the breaching PARTY thirty (30) days to take reasonable steps to cure such breach or end such violation; and
- 2) Terminate this AGREEMENT, if cure is either not possible or unsuccessful; and
- 3) Report the breach or violation to the SECRETARY if such termination is not feasible.

d. Upon termination of this AGREEMENT for any reason, BUSINESS ASSOCIATE shall return or destroy all PHI consistent with Section 3.4 as follows:

- 1) BUSINESS ASSOCIATE shall destroy PHI in a manner that renders the PHI unusable, unreadable or indecipherable to unauthorized individuals

as specified in the HITECH ACT and shall certify in writing to COVERED ENTITY that such PHI has been destroyed in compliance with such standards; or

2) Return of PHI shall be made in a mutually agreed upon format and timeframe and at no additional cost to BUSINESS ASSOCIATE.

e. Where return or destruction are not feasible, BUSINESS ASSOCIATE shall continue to extend the protections of the AGREEMENT to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible.

3.3 Termination for Breach. COVERED ENTITY may terminate the Underlying Agreement and this AGREEMENT upon thirty (30) days written notice in the event: (a) BUSINESS ASSOCIATE does not promptly enter into negotiations to amend this AGREEMENT when requested by COVERED ENTITY pursuant to Section 4.2 or (b) BUSINESS ASSOCIATE does not enter into an amendment to this AGREEMENT providing assurances regarding the safeguarding of Health Information that the COVERED ENTITY, deems sufficient to satisfy the standards and requirements of HIPAA and the HITECH ACT.

3.4 Disposition of Health Information Upon Termination or Expiration. Upon termination or expiration of this AGREEMENT, BUSINESS ASSOCIATE shall either return or destroy, in COVERED ENTITY's sole discretion and in accordance with any instructions by COVERED ENTITY, all Health Information in the possession or control of BUSINESS ASSOCIATE and its agents and subcontractors. In such event, BUSINESS ASSOCIATE shall retain no copies of such Health Information. If BUSINESS ASSOCIATE determines that neither return nor destruction of Health Information is feasible, BUSINESS ASSOCIATE shall notify COVERED ENTITY of the conditions that make return or destruction infeasible, and may retain Health Information provided that BUSINESS ASSOCIATE: (a) continues to comply with the provisions of this AGREEMENT for as long as it retains Health Information, and (b) further limits uses and disclosures of Health Information to those purposes that make the return or destruction of Health Information infeasible.

ARTICLE IV MISCELLANEOUS

4.1 Indemnification. Notwithstanding anything to the contrary in the Underlying Agreement, BUSINESS ASSOCIATE agrees to indemnify, defend and hold harmless COVERED ENTITY and COVERED ENTITY's employees, directors, officers, subcontractors or agents against all damages, losses, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) and all liability to third parties arising from any breach of this AGREEMENT by BUSINESS ASSOCIATE or its employees, directors, officers, subcontractors, agents or other members of BUSINESS ASSOCIATE's workforce. BUSINESS ASSOCIATE's obligation to indemnify shall survive the expiration or termination of this AGREEMENT.

4.2 Amendment to Comply with Law. The PARTIES acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that

amendment of this AGREEMENT may be required to provide for procedures to ensure compliance with such developments. The PARTIES specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH ACT and other applicable laws relating to the security or confidentiality of Health Information. The PARTIES understand and agree that COVERED ENTITY must receive satisfactory written assurance from BUSINESS ASSOCIATE that BUSINESS ASSOCIATE will adequately safeguard all Health Information that it receives or creates on behalf of COVERED ENTITY. Upon COVERED ENTITY's request, BUSINESS ASSOCIATE agrees to promptly enter into negotiations with COVERED ENTITY, concerning the terms of any amendment to this AGREEMENT embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH ACT or other applicable laws.

4.3 Modification of Agreement. No alteration, amendment, or modification of this AGREEMENT shall be valid or effective unless in writing and signed the PARTIES.

4.4 Non-Waiver. A failure of any PARTY to enforce at any time any term, provision or condition of this AGREEMENT, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein. Waiver of any term, provision or condition of this AGREEMENT shall not be valid unless in writing, signed by the waiving PARTY and only to the extent set forth in such writing.

4.5 Agreement Drafted By All Parties. This AGREEMENT is the result of arm's length negotiations between the PARTIES and shall be construed to have been drafted by all PARTIES such that any ambiguities in this AGREEMENT shall not be construed against either PARTY.

4.6 Severability. If any provision of this AGREEMENT is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

4.7 No Third Party Beneficiaries. There are no third party beneficiaries to this AGREEMENT.

4.8 Counterparts. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original and will become effective and binding upon the PARTIES as of the effective date at such time as all the signatories hereto have signed a counterpart of this AGREEMENT.

4.9 Notices. The PARTIES designate the following to accept notice on their behalf:

If to BUSINESS ASSOCIATE:

If to COVERED ENTITY:
Abigail Stanton, HIPAA Privacy Officer
440 Court Street, 2nd Floor
Clearwater, FL 33756

4.10 Applicable Law and Venue. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. 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 courts located in or nearest to Pinellas County, Florida.

4.11 Interpretation. This AGREEMENT shall be construed in a manner that will cause the PARTIES to comply with the requirements of HIPAA and the HITECH ACT.

IN WITNESS WHEREOF, each of the undersigned has caused this AGREEMENT to be duly executed in its name and on its behalf effective as of this ____ day of _____, 2016.

COVERED ENTITY:

BUSINESS ASSOCIATE:

Pinellas County Human Services

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

**APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY**

By: _____
Senior Assistant County Attorney

SERVICE PROVIDER – INSURANCE REQUIREMENTS

Notice: The Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

The Contractor shall obtain and maintain, and require any subcontractors 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. Within ten (10) calendar days after Contractor's receipt of notice of award, the Contractor shall e-mail properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement to CertsOnly-Portland@ebix.com; be sure to include the organization's unique identifier, which will be provided upon notice of award. 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 four (4) for Additional Insured shall be attached to the certificate(s).**

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

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

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

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 certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Contractor of this requirement to provide notice.

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. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

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

- (1) The Named Insured on the Certificate of Insurance must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- (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) 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.
- (7) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. The County shall have the right, but not the obligation to determine that the 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.

SERVICE PROVIDER – INSURANCE REQUIREMENTS

(8) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Contractor and subcontractor(s).

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

(A) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 100,000
Per Employee Disease	\$ 100,000
Policy Limit Disease	\$ 500,000

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

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

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

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

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

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

(E) 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	\$ 1,000,000
General Aggregate	\$ 1,000,000

SERVICE PROVIDER – INSURANCE REQUIREMENTS

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.

For acceptance of Professional Liability coverage provided by subcontractor(s), all subcontracts between Contractor and its subcontractors shall be in writing and may be 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.

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

Limits

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

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

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