

HUMAN SERVICES FUNDING AGREEMENT

Your Smile. Your Health. – Community Dental Clinic, Inc.

Legistar ID Number: 25-0782D

THIS AGREEMENT (Agreement) is effective upon the date last entered below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**COUNTY**," and Community Dental Clinic, Inc., a non-profit Florida corporation, whose address is 1390 South Missouri Avenue, Clearwater, Florida 33756, hereinafter called the "**AGENCY**."

WITNESSETH:

WHEREAS, the **COUNTY** desires to utilize a portion of the funds available out of Pinellas County's General Fund to assist social service agencies within Pinellas County; and

WHEREAS, on May 9, 2023, the Board of County Commissioners adopted Resolution 23-33, to re-establish the Social Action Funding Advisory Board (SAFAB); and

WHEREAS, the SAFAB is charged with reviewing applications for Social Action Funding and making award recommendations to the Board of County Commissioners; and

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

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

WHEREAS, the **COUNTY** recognizes that the **AGENCY** is providing an essential service within the community; and

WHEREAS, the services provided by the **AGENCY** fall within a Social Action Funding Priority Area of Food and Nutritional Services, Homeless Prevention and Support Services, Healthcare and Human Services for Disadvantaged Residents, and/or Supportive Services for an Aging Population; and

WHEREAS, in consideration of the above, the **AGENCY** has been recommended and approved for a Social Action Funding award in fiscal year 2026 (FY26).

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

1. Recitals

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

2. Scope of Services

AGENCY shall provide services as further described in Appendix A, Scope of Services, attached hereto and incorporated by reference herein. In order to best meet the needs of clients supported by this program, the services provided under this Agreement may be adjusted from time to time by mutual written agreement of the parties without the need to further amend this Agreement.

3. Term of Agreement

This Agreement shall become effective upon execution by both parties and shall expire on September 30, 2026. Services provided by **AGENCY** beginning October 1, 2025, shall be reimbursable under this Agreement.

4. Compensation

a. The **COUNTY** agrees to pay the **AGENCY** an amount not to exceed \$140,890.00 per fiscal year for the services described in the Scope of Services Section of this Agreement.

b. All requests for reimbursement payments shall consist of an invoice for the monthly/quarterly amount accompanied by documentation including the cost of services provided, invoices, receipts, and/or copies of time slips or pay stubs which verify the services for which reimbursement is sought, signed by an authorized **AGENCY** representative.

c. Invoices shall be sent electronically to the Contract/Grant Manager, as designated by the **COUNTY**, in a method prescribed by the **COUNTY**, on a monthly or quarterly basis within thirty (30) calendar days of the end of the month or quarter that reimbursement is being requested. The **COUNTY** shall not reimburse the **AGENCY** for any expenditures in excess of the amount budgeted without prior approval or notification. To meet fiscal year deadlines, County fiscal year-end (September-Fourth Quarter) invoicing due dates may be shortened as necessary to meet fiscal year deadlines or grant

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requirements and/or as mutually agreed by the Parties.

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

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

f. Travel reimbursement expenses shall be reimbursed in alignment with **COUNTY** travel policy guidelines unless the **AGENCY** travel policy reimburses at a lower rate. If the **AGENCY** travel policy is at a lower rate, reimbursement will be based on the lower rate. The **AGENCY** shall submit a copy of travel policy within thirty (30) calendar days of this Agreement and within any subsequent revisions during the term of this Agreement.

g. Any funds expended in violation of this Agreement or in violation of appropriate federal, state, and county requirements shall be refunded in full to the **COUNTY**. If this Agreement is still in force, future payments may be withheld by the **COUNTY**.

h. Program Generated Income (PGI) resulting from services provided under this Agreement shall be reinvested into this program. The **AGENCY** shall track program income generated from services provided under this Agreement and provide a report on program income to the **COUNTY** with each

invoice submission. The **AGENCY** shall reinvest the program income into the program as approved by the **COUNTY**. The **AGENCY** shall maintain records of reinvestment. The **AGENCY** shall provide the **COUNTY** with PGI policies, reinvestment documentation, and fee schedules, as requested.

5. Data Collection and Performance Measures

a. The **AGENCY** agrees to submit a quarterly report to the **COUNTY**, which shall align with the Program Goals and Outcomes Matrix included as Appendix B. The **COUNTY** reserves the right to modify these data elements, performance measures, or reports as necessary to ensure that the overall programmatic purpose is demonstrated, quantified, and achieved. The report formats shall be prescribed and provided by the **COUNTY**.

b. Program data shall be submitted to the **COUNTY** no later than thirty (30) calendar 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. Payment and reimbursement may be prorated in alignment with actual services provided including and not limited to no payments being due if no activity or services have occurred as stated in Scope of Services Section, Appendix A of this Agreement.

6. Confidential Information and HIPAA

a. The **AGENCY** and **COUNTY** must follow all laws regarding confidentiality of information including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

b. The **AGENCY** must take reasonable measures to safeguard protected personally identifiable information (PII), and other information the **COUNTY** designates as sensitive, or the **COUNTY** considers sensitive consistent with other applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

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c. The **AGENCY** shall not inappropriately use or disclose any information which specifically identifies a recipient of services provided under this Agreement and shall adopt appropriate procedures for employees' handling of confidential data.

d. This does not include PII that is required by law to be disclosed, including under Florida Public Records as described in Public Records Section of this Agreement.

e. If the **AGENCY** is a HIPAA Covered Entity, the **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 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and the **AGENCY** shall disclose any policies, rules or regulations enforcing these provisions upon request.

f. **AGENCY** agrees to develop any Data Sharing Agreements and/or Releases of Information (ROI) with partnering providers, as necessary, to facilitate reporting and coordinating client care.

g. **AGENCY** shall ensure that clients complete a release of information (ROI) that includes Pinellas County Human Services as a recipient of client information. The ROI including Pinellas County Human Services shall be obtained upon admission to the program and/or receipt of services funded under this Agreement. The **AGENCY** and the **COUNTY** shall establish minimum deidentified service encounter information should a client refuse completion of an ROI. The ROI should be completed at least annually.

7. First Contact Database

As a condition of receipt of a funding award from the **COUNTY**, the **AGENCY** agrees to:

a. List program(s) funded under this Agreement in the First Contact online database.

b. Provide First Contact with timely updates as required for program eligibility criteria, capacity, and availability within thirty (30) calendar days of change to program services eligibility, capacity and/or availability.

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- c. Accept referrals from First Contact for clients eligible for program services.
- d. The **COUNTY** may request documentation that verifies compliance with this Section.

8. Emergency, Disaster, or Critical Event Response

Community partners are critical to effective community response in a disaster. The **AGENCY** must effectively prepare their organization for continuity of services as necessary prior, during, and post-disaster. The **COUNTY** reserves the right to request services under this agreement be temporarily adjusted during an emergency to respond to community needs as agreed upon by the Parties.

a. The **AGENCY** shall maintain, and review annually, a Continuity of Operations Plan/Disaster Response Plan (COOP) and submit a copy within thirty (30) calendar days of execution of this Agreement and upon review and/or revision. Should the **AGENCY** not have a COOP at the time of execution of this Agreement, the **AGENCY** shall develop and submit a COOP to the **COUNTY** within 180 calendar days of the effective date of this Agreement and within thirty (30) calendar days of any subsequent review and/or revisions during the term of this agreement.

b. The **COUNTY** agrees to continue funding this Agreement for a period of at least sixty (60) days following an initial State of Emergency declaration for Pinellas County by the State of Florida or by the Board of County Commissioners, provided the program addresses needs for disaster response and recovery efforts as directed by the **COUNTY**, unless otherwise indicated by a superseding authority such as state or federal government or licensing body. This period may be extended within the current contract period at the discretion of the Human Services Director.

c. If the **AGENCY** is unwilling to perform the emergency duties as described in this Section, payments made in accordance with Emergency, Disaster, or Critical Event Response Section b above may be withheld at the direction of the Director of Human Services until operations continue.

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

9. Personnel

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

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

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

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

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

and advise the **COUNTY** of the **AGENCY's** agreement or disagreement with the request, and the basis therefor, promptly after receipt of any such request from the **COUNTY**. In situations where individual **AGENCY** personnel are prohibited by applicable law from providing Services outlined in this agreement, removal and replacement of such **AGENCY** personnel shall be mandatory and immediate.

10. E-VERIFY

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

b. If the **AGENCY** enters into a contract with a Subcontractor, the Subcontractor must provide the **AGENCY** with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

c. If the **COUNTY**, **AGENCY**, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1), the party shall immediately terminate the contract with the person or entity.

d. If the **COUNTY** has a good faith belief that a Subcontractor knowingly violated this provision, but the **AGENCY** otherwise complied with this provision, the **COUNTY** will notify the **AGENCY** and order that the **AGENCY** immediately terminate the contract with the Subcontractor.

e. A contract terminated under the provisions of this section is not a breach of contract and may not be considered as such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. The **AGENCY** acknowledges upon termination of this agreement by the **COUNTY** for violation of this section by the **AGENCY**, the **AGENCY** may not be awarded a public contract for at least one (1) year. The **AGENCY** acknowledges that the **AGENCY** is liable for any additional costs incurred by the **COUNTY** as a result of termination of any contract for a violation of this section.

f. The **AGENCY** shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. **AGENCY** shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

11. Special Situations and Critical Incidents

The **AGENCY** agrees to inform the **COUNTY** within one (1) business day of knowledge of any circumstances or events which may reasonably be considered to jeopardize the **AGENCY's** capability to continue to meet its obligations under the terms of this Agreement (Critical Incidents). Critical incidents may include, but are not limited to, those resulting in injury, media coverage, investigation/lawsuit, breach of information, 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 events that may jeopardize the **AGENCY's** capability to continue to meet its obligations under this Agreement. The **AGENCY** shall report critical incidents electronically to the **COUNTY** at HSContracts@pinellas.gov and to the Contract Manager. The **AGENCY** may use an **AGENCY** Incident Reporting form or the **COUNTY** Critical Incident Report Form, however, all submissions shall include full details and disposition of the incident, excluding personally identifying information of involved parties.

12. Assignment/Subcontracting

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

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

c. The **AGENCY** is responsible for monitoring subcontracts and documentation of such subcontract monitoring shall be submitted to the **COUNTY** within thirty (30) calendar days following the completion of monitoring activities.

13. Non-Exclusive Services

During the term of this Agreement, and any extensions thereof, the **COUNTY** reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

14. Indemnification

The **AGENCY** agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the **COUNTY**, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the **COUNTY**, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of the **AGENCY**; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the **COUNTY**.

15. Insurance

The **AGENCY** shall comply with the insurance requirements set out in Attachment 1, attached hereto and incorporated herein by reference. **AGENCY** shall submit timely required Certificates of Insurance, with the **COUNTY** named as a Certificate Holder, to the **COUNTY** designated system and/or the designated Contract Manager.

16. Public Entities Crimes

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

17. Business Practices and Documentation

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

b. The **AGENCY** shall annually provide a copy of the **AGENCY's** most recent completed financial audit and management letter to the **COUNTY** within thirty (30) calendar days of completion, not to exceed nine (9) months from the **AGENCY's** fiscal year-end. A copy of the **AGENCY's** 990 shall be accepted in lieu of the audit in the event a financial audit is not required for the **AGENCY**.

c. The **AGENCY** shall maintain and provide the following documents to the **COUNTY** within thirty (30) calendar days of the execution of this Agreement, annually thereafter, and within thirty (30) calendar days of revision throughout the term of this Agreement.

- i.** Membership list of governing board including mailing address, email addressed and phone number for Board Chair,
- ii.** All legally required licenses,
- iii.** Certificate(s) of Insurance, consistent with Insurance Section and Attachment 1,
- iv.** Current job descriptions for program staff positions and **AGENCY** Organizational Chart,
- v.** **AGENCY** licenses,
- vi.** Accreditations, and
- vii.** Match documentation, as applicable.

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d. The **AGENCY** shall maintain and provide the following documents within thirty (30) calendar days of the execution of this Agreement, and upon request by the **COUNTY** thereafter.

- i.** W-9,
- ii.** Articles of Incorporation,
- iii.** IRS Status Certification/501 (c)(3) status, if applicable,
- iv.** **AGENCY** By-Laws including legal signing authority, Equal Employment Opportunity Policies,
- v.** Asset Management Policy and Procedures,
- vi.** Internal Control Questionnaire and corresponding documents including but not limited to Financial Policies and Procedures, Conflict of Interest Policies, Records Retention policies, Procurement Policies, Program Fee and or Program Income Policies, Equipment Management Policy, and/or a Federally Approved Indirect Cost Rate Agreement,
- vii.** E-Verify Attestation and Registration, consistent with E-Verify Section.
- viii.** Human Trafficking Attestation
- ix.** Common Carrier Attestation in conformity with Florida Statute Section 92.525.

22. Monitoring and Audit

a. The **AGENCY** will comply with **COUNTY** and departmental policies and procedures including but not limited to contract monitoring and performance improvement.

b. The **AGENCY** shall cooperate in monitoring activities, including, but not limited to access to sites and personnel as well as programmatic documents. Documents may include, but are not limited to, client records, fiscal documents, personnel files, **AGENCY** policies and procedures, and other documents prescribed by the **COUNTY**.

c. The **AGENCY** will submit other reports and information in such formats and at such times as may be prescribed by the **COUNTY**.

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d. The **AGENCY** shall submit reports on any monitoring or site visit reports of the program funded in whole or in part by the **COUNTY** that are conducted by federal, state or local governmental agencies, or other funders within ten (10) days of the **AGENCY's** receipt of the monitoring report.

e. If the **AGENCY** receives licensing and accreditation reviews, each review shall be submitted to the **COUNTY** within ten (10) days of receipt by the **AGENCY**.

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

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

23. Non-Expendable Property

For the purposes of this Agreement, non-expendable property shall mean all property which will not be consumed or lose its identity, which costs \$5,000.00 more per unit, and which has a life expectancy in excess of one (1) 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:

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

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

24. Public Records

The **AGENCY** acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. The **AGENCY** agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and the **AGENCY** policies, including but not limited to the Section 119.0701, Florida Statutes. Specifically, section 119.0701 requires the **AGENCY** perform the following:

- a. Keep and maintain public records required by the **COUNTY** to perform the service.

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b. Upon request from the **COUNTY**'s custodian of public records, provide the **COUNTY** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

c. Ensure that public records that are deemed exempt and/or confidential are exempted from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the **AGENCY** does not transfer the records to the **COUNTY**.

d. Should the **AGENCY** receive a public records request for records pertaining to the **COUNTY**, or services funded by the **COUNTY**, the **AGENCY** shall provide notification to the **COUNTY** within two (2) business days of the date of the records request. This notification is for information purposes only and shall not delay the **AGENCY** response to the public records request.

e. Upon completion of the contract, transfer, at no cost to the **COUNTY**, all public records in possession of the **AGENCY** or keep and maintain public records required by the **COUNTY** to perform the service. If the contractor transfers all public records to the **COUNTY** upon completion of the contract, the **AGENCY** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **AGENCY** keeps and maintains public records upon completion of the contract, the **AGENCY** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the **COUNTY**, upon request from the **COUNTY**'s public agency's custodian of public records, in a format that is compatible with the information technology systems of the **COUNTY**.

**IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO
PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT
THE CUSTODIAN OF PUBLIC RECORDS AT:**

Your Smile. Your Health. – Community Dental Clinic, Inc.

Public Records Liaison

440 Court St., 2nd Floor

Clearwater, FL 33756

HSContracts@pinellas.gov

(727) 464-8445

25. Nondiscrimination

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

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

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

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

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

26. Conflicts of Interest

a. No officer, member, or employee of the **COUNTY**, and no member of its governing body, and no other public official of the governing body of any locality in which the program is situated or being

carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of this program, shall participate in any decisions relating to this Agreement which affect his/her personal interest or the interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested; nor shall any such officer, member, or employee of the **COUNTY**, or any member of its governing body, or public official of the governing body, or public official of the governing body of any locality in which the program is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this program, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

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

27. Independent Contractor

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

28. Additional Funding

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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**, in advance of a commitment of **COUNTY** funds as match.

29. Amendment/Modification

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

30. Agreement Management and Notice

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

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

COUNTY:

Brea Templeton, Contract Manager
Pinellas County Human Services
440 Court Street, 2nd Floor

Your Smile. Your Health. – Community Dental Clinic, Inc.

Clearwater, Florida 33756
btempleton@pinellas.gov

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

Bruce Livingston, Board Chairman
Community Dental Clinic, Inc.
1390 South Missouri Avenue
Clearwater, Florida 33756
theresa@communitydtlclinic.org

31. Termination

a. The **COUNTY** may cancel this Agreement without cause by giving thirty (30) days prior notice to the **AGENCY** in writing of the intention to cancel.

b. Failure of the **AGENCY** to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement. Where the **COUNTY** determines that a material breach can be corrected, the **AGENCY** shall be given no less than thirty (30) calendar days to cure said breach. If the **AGENCY** fails to cure, or if the breach is of the nature that the **COUNTY** has determined cannot be corrected, or that the harm caused cannot be undone, the **COUNTY** may immediately terminate this Agreement, with cause, upon notice in writing to the **AGENCY**.

c. In the event sufficient budgeted funds are not available for a new fiscal period or are otherwise encumbered, the **COUNTY** shall notify the **AGENCY** of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the **COUNTY**.

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

32. Closeout

a. Upon termination, in whole or in part, of this Agreement the **AGENCY** remains

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responsible for the maintenance and closeout of this Agreement, as prescribed by the **COUNTY**.

b. The Parties hereto remain responsible for compliance with the terms and conditions of this Agreement, including the Appendices attached hereto. The **AGENCY** shall provide requested closeout information to the **COUNTY** including but are not limited to:

- i. Final reports, program deliverables, and closeout information as requested by the **COUNTY**.

33. Governing Law

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

34. Conformity to the Law

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

35. Prior Agreement, Waiver, and Severability

This Agreement supersedes any prior Agreements between the Parties and is the sole basis for agreement between the Parties in regard to this matter. The waiver of either party of a violation or default of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent violation or default hereof. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

Your Smile. Your Health. – Community Dental Clinic, Inc.

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

PINELLAS COUNTY, FLORIDA, by and
through its County Administrator

By:

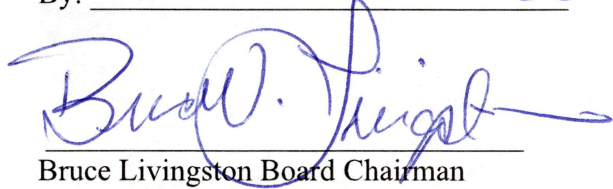


PINELLAS COUNTY
FLORIDA
COUNTY ADMINISTRATOR

Date: December 5, 2025

Community Dental Clinic, Inc.

By: Bruce V. Livingston



Bruce Livingston Board Chairman

Date: 11/7, 2025

APPROVED AS TO FORM

By: Cody J. Ward
Office of the County Attorney

Appendix A Scope of Services

<u>Description:</u>	Provide free, high-quality dental care to low-income and uninsured adults in Pinellas County.
<u>Planning Category:</u>	Healthcare for Disadvantage residents
<u>Target Population:</u>	Pinellas County residents suffering from poor oral health are comprised of low-income, uninsured adults, senior citizens, and homeless individuals who need access to no cost, high-quality dental care and education.

I. Program Staff

- a. .30 Full-Time Equivalent (FTE) Clinical Director
- b. .30 FTE Dentist
- c. .30 FTE Hygienist
- d. .36 FTE Dental Assistant
- e. .09 FTE Lead Front Desk
- f. .08 FTE Front Desk

II. Program Services and Procedures

- a. Provide Dental Services (Extractions, Fillings, Deep Cleanings, Limited Exams, Prophylaxis)
- b. Provide Dental Education (Oral Hygiene Instruction, Nutritional Counseling, Tobacco Counseling)
- c. Provide Transportation (Uber Health)

III. Data Reporting (Data Elements and Collection Standards)

a. Data Elements

- i. Total of Unduplicated Patients Seen
- ii. Total Value
- iii. Total of Uber Health Rides

b. Collection Standards

- i. Submitted quarterly with report provided by Pinellas County.

IV. Performance Measures

- a. Achieve and maintain at least 4,000 patients seen annually an increase of 25%.
- b. Deliver dental services to at least 300 patients with a total value of at least \$3,000,000.00 per year
- c. Provide at least 100 Uber Health rides annually to reduce patient no-shows.

Appendix B Outcomes and Goals



Pinellas County Human Services Program Outcomes and Goals Template

Agency Name: Community Dental Clinic		Program Name: Your Smile. Your Health	
Outcomes <i>Describe the changed state in the program participants or broader community that can be measured and identified. Include % change.</i>	Indicators <i>Identify qualitative and quantitative indicators to measure the outcomes.</i>	Evaluation <i>Identify how these outcomes will be measured (e.g. surveys, staff observation, program plans, assessments, self-reports)</i>	Measure intervals
Goal 1: Expand access to free, high-quality dental care for low-income, uninsured adults in Pinellas County.			
Increase the number of patients served by 25% over 12 months. More individuals receive timely care, reducing untreated dental issues.	- Number of unduplicated patients served - Reduction in clinic waitlist - Number of appointments completed per week	- Electronic health records (EHR) and appointment tracking - Monthly review of patient intake and scheduling reports - Comparison to baseline patient volume from the previous year	- Baseline established in Month 1 - Monthly tracking and reporting - Year-end comparison and outcome evaluation (Month 12)
Goal 2: Reduce transportation barriers that prevent patients from accessing dental care.			
Provide Uber Health transportation assistance to at least 100 patients, resulting in a 20% reduction in no-show rates due to transportation issues.	- Number of Uber Health rides provided - Number of patients utilizing transportation support - No-show rate trends before and after implementation	- Transportation voucher logs - Appointment attendance data - Staff documentation and patient self-reports	- Baseline no-show rates reviewed in Month 1 - Monthly monitoring of no-shows and ride use - Mid-year review (Month 6) and final evaluation (Month 12)
Goal 3: Improve oral health outcomes and patient knowledge through preventive care and education..			
Provide preventive cleanings and oral health education to at least 300 patients, with 75% demonstrating improved understanding of oral hygiene practices through post-visit surveys.	- Number of cleanings provided - Number of patients receiving education - Survey results showing knowledge improvement	- Number of cleanings provided - Number of patients receiving education - Survey results showing knowledge improvement	- Survey implementation begins in Month 2 - Ongoing tracking of services and outcomes - Mid-year (Month 6) and final (Month 12) data analysis

Attachment 1 Insurance

The following insurance requirements are included in this agreement:

1. LIMITATIONS ON LIABILITY

Vendor acknowledges and agrees that the services will be provided without any limitation on the Vendor's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Vendor's liability to any specified amount in the performance of the services. The Vendor 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. The Vendor is deemed to have accepted and agreed to provide the services without any limitation on the Vendor's liability that the Vendor does not take exception to in its response. Notwithstanding any exceptions by the Vendor, the County reserves the right to declare its prohibition on any limitation on the Vendor's liability as non-negotiable, to disqualify any quote that includes exceptions to this prohibition on any limitation on the Vendor's liability, and to proceed with another responsive, responsible quote, as determined by the County in its sole discretion.

2. INSURANCE

The Agency shall obtain and maintain, and require any sub-Agency's to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed operations exposure, Agency shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

Upon selection of Agency for award, the selected Agency shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, 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). **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

A. 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. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.

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 Agency 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 Agency or their agent prior to the expiration date.

1) The Agency shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material

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change in coverage received by said Agency from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Agency of this requirement to provide notice.

- 2) Should the Agency, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

B. If subcontracting is allowed under this RFP, the Primary Agency 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 sub-Agency's 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 sub-Agency; 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. All subcontracts between the Agency and its sub-Agency's shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall:

- 1) Require each sub-Agency to be bound to the Agency to the same extent the Agency 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 sub-Agency.
- 2) Provide for the assignment of the subcontracts from the Agency 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 sub-Agency except workers compensation and professional liability.
- 4) Provide a waiver of subrogation in favor of the County.
- 5) Assign all warranties directly to the County
- 6) Identify the County as an intended third-party beneficiary of the subcontract. The Agency shall make available to each proposed sub-Agency, prior to the execution of the subcontract, copies of the Contract Documents to which the sub-Agency will be bound by this Exhibit B and identify to the sub-Agency any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

C. 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.
- 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 Agency.
- 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) All policies shall be written on a primary, non-contributory basis.

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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** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

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

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance** including, but not limited to, Independent Agency, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No physical abuse or sexual molestation exclusions allowed.

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", Proposer 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

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

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Attachment 2- Modification

Agreement Modification Request

For budget reallocation or minor agreement language modifications.

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

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

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

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

Agency Authorized Signature:	
Name & Title:	
PINELLAS COUNTY HUMAN SERVICES – OFFICE USE ONLY	
PROJECT MANAGER (certifies this modification is appropriate and necessary to support the needs of the program)	
GRANT/CONTRACT MANAGER (certifies this modification is allowable and consistent with the contracted scope and remaining budget)	
CONTRACTS DIVISION DIRECTOR (certifies appropriate use of modification form)	
HUMAN SERVICES DEPARTMENT DIRECTOR (authorizing signatory)	