

**HUMAN SERVICES MASTER SERVICES AGREEMENT
SUBSTANCE USE SERVICES & MEDICATED ASSISTED TREATMENT**

THIS MASTER SERVICES 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 **OPERATION PAR, INC.**, a non-profit Florida corporation, whose address is 6655 66th Street North, Pinellas Park, Florida 33781, hereinafter called the "**AGENCY**."

WITNESSETH:

WHEREAS, the **COUNTY** operates the Pinellas County Health Program that provides patients with assessment and referral to substance use services; and

WHEREAS, the Pinellas County Health Program integrates access to pharmacy, mental health, substance use disorder, and oral health services in areas where economic, geographic, or cultural barriers limit access to affordable health care. By emphasizing coordinated care management of patients with multiple health care needs; and

WHEREAS, the **COUNTY** desires to provide for behavioral health and substance use 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** and **AGENCY** intend to enter into this Master Service Agreement to provide substance use treatment services for the Pinellas County Health Care for the Homeless Program and the Pinellas County Health Program provided through the Department of Human Services to meet ongoing service needs related to these aforementioned programs; and

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

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1. Recitals

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

2. Scope of Services.

a. **AGENCY** shall provide substance use treatment services for and related to **COUNTY** behavioral health programs as described in each separate Statement of Work (SOW). The **COUNTY** and the **AGENCY** (the Parties) agree in advance that the terms and conditions documented herein shall be part of each SOW issued under this Agreement. The Parties agree that the provisions of this Agreement shall apply to all SOW’s entered into through this Agreement.

b. The **COUNTY** will issue specific SOWs that will contain independent Scopes of Service, Deliverables, Period of Performance, and Compensation. Each SOW shall be agreed to in writing and signed by the **COUNTY** and **AGENCY**. If there are conflicting terms between this Agreement and a SOW entered into under this Agreement, the SOW will be controlling for that particular instance, the terms of this Agreement are otherwise controlling.

3. Term of Agreement.

The services of the **AGENCY** shall commence on March 1, 2022, and the Agreement shall expire on February 28, 2026. This Agreement shall be extended past its original expiration in alignment with any open SOWs, however no new SOW may be entered into without renewal or extension of this Agreement in writing.

4. Compensation.

a. The **COUNTY** agrees to pay the **AGENCY** as detailed in each SOW. Each SOW will specify a maximum amount which may be modified with an amendment to the SOW.

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b. 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.

c. Any funds used in conjunction with travel must be made in accordance with Florida Statute 112.061 or other policies as may be approved by Pinellas County Human Services in advance of travel.

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 may be withheld by the **COUNTY**.

e. **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. **AGENCY** shall reinvest the program income into the program as approved by the **COUNTY** and/or deduct the program income from reimbursement requests. **AGENCY** shall provide **COUNTY** with program income policy as applicable.

5. Data Collection and Performance Measures.

The **AGENCY** agrees to submit program data reports to the **COUNTY**, consistent with the data elements, collection standards, and performance measures found in each SOW. 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. The report formats shall be prescribed and provided by the **COUNTY**.

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6. HIPAA.

a. The **AGENCY** (Business Associate) agrees to execute a HIPAA Business Associate Agreement upon execution of this Agreement with the **COUNTY** (Covered Entity).

b. The **AGENCY** is a HIPAA 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.

c. The **AGENCY** understands and agrees that the **COUNTY** as a political subdivision of the State of Florida is a governmental entity that provides for health and welfare programs (Fla Stat. 125.01) and is a Covered Entity as a payor of health care as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 45 CFR 160.103 and therefore as the Business Associate the **AGENCY** shall make available any/all records pertaining to rendered services funded in total or in part by the **COUNTY** for the purposes of coordinating medical and behavioral health care treatment services, quality assurance of services rendered by the **AGENCY** on behalf of the **COUNTY**, and auditing of services and operations of the **AGENCY** by the **COUNTY**. **AGENCY** shall comply to requests by the **COUNTY** for access to requested information, including protected health information, within a timely manner and without restriction. **AGENCY** agrees that the **COUNTY** retains the specific right of access to all treatment records, plans, reviews, and essentially similar materials that relate to the services provided to clients/consumers under the terms of this contract. **COUNTY** shall be entitled to make and retain possession of copies of

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any treatment plans, records, reviews and essentially similar materials which relate to the services provided to clients/consumers under the terms of this contract and the **AGENCY** shall not restrict **COUNTY** from such possession.

d. The **AGENCY** agrees to make available, for the purposes of inspection and copying of protected personal health information to an individual about such individual in accordance with 45 CFR Part 164.524 including any amendments or disclosures.

e. As applicable, the **AGENCY** shall develop Business Associate Agreements with local behavioral health providers, including but not limited to the Coordinated Access Model of Pinellas County, agencies funded by the entities of the Pinellas Integrated Care Alliance (PICA), and Crisis Stabilization Units (CSUs) licensed by the Florida Department of Children and Families, to facilitate the exchange of health information. **AGENCY** shall identify and provide points of contact to local CSUs to minimize the amount of time their client spends in a CSU and to optimize care coordination.

f. The **AGENCY** shall begin implementing processes to obtain, at admission and no less than annually, signature from clients for a NOTICE OF PRIVACY PRACTICES AND AUTHORIZATION FOR DISCLOSURE, RELEASE, AND USE OF CONFIDENTIAL HEALTH INFORMATION BY PINELLAS COUNTY HUMAN SERVICES, Authorization to Obtain, Use and Disclose Protected Health Information form, and the Multiparty Patient Authorization for Disclosure of Health Information form. Forms shall be prescribed and provided by the **COUNTY** in accordance with state and federal laws and regulations.

7. Multiparty Patient Authorization for Disclosure of Health Information Form.

As a condition of receipt of a funding award from **COUNTY**, in order to facilitate all aspects of care for their clients and demonstrate a good faith effort to assertively coordinate

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care, the **AGENCY** agrees to the use and promote the community-wide Multiparty Patient Authorization for Disclosure of Health Information – “Multiparty Release of Information Form.” The release covers general medical as well as Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), psychiatric, psychological, substance abuse information from medical record(s) in accordance with Florida Statutes 394.459, 381.004, 395.3025, and 90.503; 42 CFR, Part 2; and the Health Insurance Portability and Accountability act of 1996 (HIPAA) 45 CFR parts 160 and 164.

8. Personnel.

a. Qualified Personnel. **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 and detailed in each SOW.

b. Approval of Personnel. The **COUNTY**, through its Human Services Department, shall have the right to approve all **AGENCY** Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. The **AGENCY** shall provide the names and qualifications of the **AGENCY** Personnel assigned to perform Services pursuant to the Agreement in writing within ten (10) days of execution of this Agreement. Thereafter, during the term of this Agreement, the **AGENCY** shall provide written notice of the names and qualifications of any additional **AGENCY** Personnel assigned to perform Services within five (5) business days of the start date.

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

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accomplish any such removal within forty-eight (48) hours after receipt of notice from the **COUNTY** and shall promptly replace such person with another person, acceptable to the **COUNTY**, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual **AGENCY** Personnel are prohibited by applicable law from providing Services, removal and replacement of such **AGENCY** Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe.

d. Employee Termination or Resignation. In the event a program staff or related administrative or leadership position opens through either termination, resignation, or otherwise, **AGENCY** shall provide the **COUNTY** written notice of the opening within forty-eight (48) hours, accompanied by a brief summary of intended recruitment efforts.

9. 211 Tampa Bay Cares Database.

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 Tampa Bay Cares, Inc. online database. For verification purposes, **AGENCY** shall submit a screenshot or print-out verifying current database information, upon request.

10. Data Collaborative.

The Pinellas County Data Collaborative was established in the fall of 1999 pursuant to Chapter 163.62 Florida Statute, which allows governmental and certain private agencies to share information. As a recipient of governmental funding, the **AGENCY** agrees to participate in efforts to support the data collaborative, share data and allow for data submitted under this agreement to be shared with the data collaborative, and provide additional program and other information in an electronic format to the **COUNTY** for the sole purpose of data

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collection, research and policy development. **AGENCY** may also be required to execute a Data Sharing Agreement to facilitate information sharing.

11. 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, programmatic documents, and will provide 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**.

12. Documentation.

The **AGENCY** shall maintain and provide the following documents upon request

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by the **COUNTY** within three (3) business days of receiving the request, as applicable:

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

13. Emergency, Disaster, or Critical Event Response.

Community partners are critical to effective community response in a disaster. **AGENCY** must effectively prepare their organization for continuity of continued services as necessary prior, during, and post disaster and must be ready to respond to community needs as determined appropriate and necessary by the **COUNTY** under this agreement. At a minimum, this may include:

- a. **AGENCY** will work with the **COUNTY**, through its Human Services and Emergency Management Departments, to prepare and respond in the event of an emergency, disaster, or critical event response.
- b. **AGENCY** will work on its Continuity of Operations Plan and Disaster

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Response Plan in coordination with the **COUNTY**, as set forth above, including staffing plans where necessary and appropriate. A copy will be provided to the **COUNTY** each year prior to June 1st or otherwise upon request.

c. The **COUNTY** agrees to support previously approved funded programs for a period of at least sixty (60) days after a disaster has been declared, provided the program agrees to address 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.

d. The **COUNTY** will seek to leverage the contracted skills and services of the **AGENCY**, as appropriate or applicable; however, other duties may be assigned as required by the **COUNTY** for response. This may include reassignment of **COUNTY** funded staff and resources under the agreement or other dedicated **AGENCY** assistance to aid with community response.

e. Cooperative plans regarding preparedness and emergency event operations will be developed and maintained by the **COUNTY** and **AGENCY** as necessary for response. These plans will be implemented using the County's established activation process for events. For man-made or sudden onset events the **COUNTY** and **AGENCY** will discuss community impacts and decide how best to meet the community's response. Along with immediate response, **AGENCY** agrees to participate in follow-up activities to help stabilize the community in a coordinated manner such as resource connection events, outreach, and adjustments to service delivery to meet needs.

f. If **AGENCY** is unwilling to perform duties as described in this Section,

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payments may be withheld at the direction of the Director of Human Services until operations continue.

g. AGENCY will track and maintain detailed operational records when activated to serve in an emergency capacity.

14. 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. Circumstances or events may include, but are not limited to, those resulting in injury, media coverage or public reaction that may have an impact on the AGENCY's or COUNTY's ability to protect and serve its participants, or other significant effect on the AGENCY or COUNTY. Circumstances or events shall be reported to the designated COUNTY contact in the form prescribed by the COUNTY.

15. Amendment/Modification.

In addition to applicable federal, state and local statutes and regulations, this Agreement and each SOW 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 or operational modifications that do not result in an increase of funding, change the purpose of this Agreement and related SOWs or otherwise amend the terms of this Agreement shall be submitted in the format prescribed and provided by the COUNTY in Attachment 1.

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16. Termination.

a. The COUNTY reserves the right to cancel this Agreement, including all SOWs, without cause by giving thirty (30) days prior notice to the AGENCY in writing of the intention to cancel. 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, AGENCY shall be given thirty (30) days to cure said breach. If 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, COUNTY may immediately terminate this Agreement, with cause, upon notice in writing to the AGENCY.

b. 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.

c. 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.

17. 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

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this Agreement and all SOWs 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.

18. 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.

19. 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 shall have been occasioned by the sole negligence of the COUNTY.

20. Insurance.

The AGENCY shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment 2, and provide a Certificate of Insurance to

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the COUNTY. The insurance requirements shall remain in effect throughout the term of this Agreement.

21. 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.

22. 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 the AGENCY shall provide an independent audit to the COUNTY, if so requested by the COUNTY.

23. 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

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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 **AGENCY** perform the following:

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

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

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

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

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COUNTY's public agency's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

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

Public Records Liaison
440 Court St., 2nd Floor
Clearwater, FL 33756
astanton@pinellascounty.org
(727) 464-8437

24. 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, marital status, 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, marital status 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.

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25. 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 (10) calendar days of receipt of notification by the **AGENCY**, which shall be binding on the **AGENCY**.

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26. 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**.

27. 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:

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

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

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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.

28. 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.

29. Governing Law.

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

30. Conformity to the Law.

The AGENCY shall comply with all federal, state and local laws and ordinances

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and any rules or regulations adopted thereunder.

31. E-Verify

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

b. If **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** 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.

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

e. **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

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the clause set for in this section.

32. 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.

33. Agreement Management

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

COUNTY:

Abigail Stanton, Director of Contracts
Pinellas County Human Services
440 Court Street, 2nd Floor
Clearwater, Florida 33756

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

Dianne Clarke, CEO
Operation PAR, Inc.
6655 66th Street North,
Pinellas Park, Florida 33781

Signature Page Follows

HUMAN SERVICES MASTER SERVICES AGREEMENT
SUBSTANCE USE SERVICES & MEDICATED ASSISTED TREATMENT

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 Board of County
Commissioners:

Charlie Justice

Date: _____, 2022

APPROVED AS TO FORM

By: Matthew Tolnay
Office of the County Attorney

OPERATION PAR, INC., a Florida non-
profit corporation

By:

Dianne L. Clarke, PhD, CAP
Dianne Clarke PhD, CAP, CEO

Date: April 6, 2022