

## HUMAN SERVICES FUNDING AGREEMENT

THIS AGREEMENT (Agreement), effective upon the date executed below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**COUNTY**," and **Dr. James E. Lewis, LLC**, a Florida Limited Liability Company, whose address is 2501 2<sup>nd</sup> Avenue North, St. Petersburg, Florida 33713, hereinafter called the "**AGENCY**."

### WITNESSETH:

WHEREAS, the **COUNTY** desires to provide for local services that support child welfare 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**, in partnership with local providers and stakeholders, applied for and received a Federal Grant Award from the U.S. Department of Justice, hereinafter referred to as the grantor, under the 2019 Opioid Affected Youth Initiative grant program, hereinafter referred to as "the grant"; and

WHEREAS, the **COUNTY** received approval from the grantor to enter into an agreement with the **AGENCY**; and

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

WHEREAS, pursuant to Federal Super Circular Section 2 C.F.R. § 200.74, the **COUNTY** is a pass-through entity for purposes of this Federal award; and

WHEREAS, the **COUNTY** recognizes that the **AGENCY** responds to critical needs within the community as a licensed neuropsychologist in the County;

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

**1. Scope of Services.**

**AGENCY** agrees to provide the following consultation services as follows: implement neurotrauma services to include developing measures regarding trauma exposure of children, assist in identifying and training Parent-Child Trauma Therapy providers, develop evaluation measures for program outcomes, consultation with providers and their leadership for implementing tutoring, therapeutic visitation, educational advocacy and other necessary child focused services. (See Attachment 1.)

**2. Term of Agreement.**

The services of the **AGENCY** shall commence on date of execution of agreement and shall expire on September 30, 2020.

**3. Compensation.**

a) The **COUNTY** agrees to pay the **AGENCY** at the federal consulting rate of Eighty-One dollars and Seventy-Five cents (\$81.75) per hour up to Six Hundred and Fifty dollars (\$650.00) maximum daily rate; however, in no event shall compensation under this agreement for any and all services described in Section 1 of this agreement exceed a total amount of Five Thousand dollars (\$5,000.00).

b) All requests for reimbursement payments must be submitted on a quarterly basis and shall consist of an invoice for the quarterly amount, signed by an authorized **AGENCY** representative. Invoices shall be sent electronically to the Contract Manager on a quarterly basis within thirty (30) days of the end of the quarter. The **COUNTY** shall not reimburse the **AGENCY** for any expenditures in excess of the amount budgeted without prior approval or notification. Invoicing due dates may be shortened as necessary to meet fiscal year deadlines or grant

requirements. **COUNTY** shall not reimburse **AGENCY** for any expenditures in excess of the amount budgeted without prior approval or notification.

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

d) Any funds 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.

e) 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**.

#### **4. Performance Measures.**

The **AGENCY** agrees to submit a quarterly report to the **COUNTY**. The **COUNTY** reserves the right to amend these data elements, performance measures, or reports as necessary to ensure that the overall programmatic purpose is demonstrated, quantified, and achieved. This report shall be submitted to the **COUNTY** no later than thirty (30) days following the end of the quarter. Where no activity has occurred within the preceding period, the **AGENCY** shall provide a written explanation for non-activity during the quarter. The report formats shall be prescribed and provided by the **COUNTY**.

#### **5. 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**.

**6. Documentation.**

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

- a. Articles of Incorporation
- b. AGENCY By-Laws
- c. Past 12 months of financial statements and receipts
- d. Membership list of governing board
- e. All legally required licenses
- f. Latest agency financial audit and management letter

- g. Biographical data on the AGENCY chief executive and program director
- h. Equal Employment Opportunity Program
- i. Inventory system – (equipment records)
- j. IRS Status Certification/501 (c) (3)
- k. Current job descriptions for staff positions
- l. Match documentation

**7. Special Situations.**

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

**8. Amendment/Modification.**

In addition to applicable federal, state and local statutes and regulations, this Agreement expresses the entire understanding of the parties concerning all matters covered herein. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved by the parties. Budget modifications that do not result in an increase of funding, change the purpose of this Agreement or otherwise amend the terms of this Agreement shall be submitted in the format prescribed and

provided by the COUNTY. (See Attachment 2.)

**9. Cancellation.**

a) If the AGENCY fails to fulfill or abide by any of the provisions of this Agreement, AGENCY shall be considered in material breach of the Agreement. Where 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 harm caused cannot be undone, COUNTY may immediately terminate this Agreement, with cause, upon notice in writing to the AGENCY.

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

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

**10. 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.

**11. Non-Exclusive Services.**

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

**12. Indemnification.**

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

**13. HIPAA.**

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

b) 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 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.

**14. Insurance.**

The **AGENCY** shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment 3, and provide a Certificate of Insurance to the **COUNTY**. The insurance requirements shall remain in effect throughout the term of this Agreement.

**15. 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.

**16. Business Practices.**

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

b) The **AGENCY** shall retain all records (programmatic, property, personnel, and



financial) relating to this Agreement for three (3) years after final payment is made.

c) All **AGENCY** records relating to this Agreement shall be subject to audit by the **COUNTY** and shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. In addition, the **AGENCY** shall provide an independent audit to the **COUNTY**, if so requested by the **COUNTY**. Specifically, section 119.0701 requires the following:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address) .

(b) The contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

3. 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 contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency

upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**17. 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**.

**18. Interest of Members of County and Others.**

No officer, member, or employee of the **COUNTY**, and no member of its governing body, and no other public official of the governing body of any locality in which the program is situated or being carried out who exercises any functions or responsibility in the review or approval of the

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

**19. Conflict of Interest.**

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

**20. 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**.

**21. Non-Expendable Property.**

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

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

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

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

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

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

3. The **COUNTY** shall have the right to take exclusive possession, control, and all other ownership rights of said property whose value exceeds \$5,000.00 at any time prior to the 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

4. The **AGENCY** shall reimburse funds to the **COUNTY** totaling a proportional

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

**22. Additional Funding.**

Funds from this Agreement shall be used as the matching portion for any federal grant only in the manner provided by Federal and State law and applicable Federal and State rules and regulations. The **AGENCY** agrees to make all reasonable efforts to obtain funding from additional sources wherever said **AGENCY** may qualify. Should this Agreement reflect a required match, documentation of said match is required to be provided to the **COUNTY**.

**23. Governing Law.**

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

**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. Notwithstanding any other provision of this Agreement relating to compensation, the **AGENCY** agrees to charge any third parties requesting public records only

such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

**25. Conformity to the Law.**

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

**26. 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.

**27. Agreement Management.**

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


Deborah Berry, Operations Manager  
Pinellas County Human Services – Justice Coordination  
440 Court Street, 2<sup>nd</sup> Floor  
Clearwater, Florida 33756

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

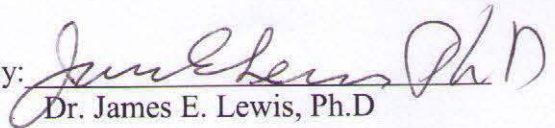
Dr. James E. Lewis, Ph.D.  
2501 2<sup>nd</sup> Ave North  
St. Petersburg, Florida 33713

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:   
Barry A. Burton

Date: August 13, 2020

By:   
Dr. James E. Lewis, Ph.D

Date: 7/2, 2020

APPROVED AS TO FORM

By:   
Office of the County Attorney

**Attachment 1**  
**Scope of Services**

***The Brain Injury Education Project***  
***“Bringing Science to Child and Family Safety”***

**Founder: James E. Lewis, Ph. D.**  
**Clinical Neuropsychologist**

**Email: [braininjuryeducation@gmail.com](mailto:braininjuryeducation@gmail.com)**  
**cell: 301-769-4180**

**OJJDP FY2020 Opioid Affected Youth Initiative**

**Deliverables by Dr. James E. Lewis:**  
**Implements Added Concept of “Neurotrauma” to Trauma Informed Services**

- I. Develop and implement grant effectiveness measures regarding trauma exposure to children in the study.
  - a. Consultation meetings with Eckerd senior staff and POS providers to establish mechanisms for scoring and recording each child’s exposure to traumatic events score on Adverse Childhood Experiences (ACEs).
  - b. ACEs scores will be obtained at the point of Intake (entrance into the study)
  - c. ACEs scores will also be obtained at the point of discharge from the study.
  - d. Train POS providers regarding how to modify ACEs scoring to reflect **only new** traumatic events that occurred during the period of grant study services, e.g., new episodes of domestic violence, substance relapse after documented abstinence, new criminal charges, etc.
  - e. Consultation meetings with USF providers of Child Parent Psychotherapy services to Early Childhood Court clients to focus on reduction of new traumatic events during the period where therapy services are provided.
  
- II. Identify and train Drug Dependency Court Parent-Child Trauma Therapy providers.
  - a. Consultation meetings with Eckerd senior staff, POS providers and/or other community providers to implement Parent-Child Trauma Therapy services for school age children.
  - b. Train Parent-Child Trauma Therapy providers to use ACEs scores at intake (first) session and at discharge to identify any additional trauma events during the course of the grant study sessions.
  
- III. Implement Tutoring, Therapeutic Visitation and Educational Advocacy Services
  - a. Consultation meetings with Eckerd leadership to identify/develop list of POS providers for services beyond CPP (for ECC children) and Parent-Child Psychotherapy (for DDC children)



**Attachment 1**  
**Scope of Services**

- b. Consultation meetings with Eckerd leadership to identify/develop list of POS providers who can provide Therapeutic Visitation for **DDC children.**
- c. Consultation meeting with Eckerd leadership to identify POS providers for Educational Advocacy (ECC and DDC children) and Tutorial services (DDC children.)



## Agreement Modification Request

### Human Services and Justice Coordination

*For budget reallocation or minor agreement language modifications.*

|                      |                      |
|----------------------|----------------------|
| Authorized Official: | Date of Request:     |
| Agency Name:         | Effective Date:      |
| Address:             | Modification Number: |

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

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

| Program Budget Category: | Original Contract Amount: | Budget Amount Modification: Increase/Decrease | New Budget Amount: | Amount Expended as of Effective Date: | Modified Budget Balance: |
|--------------------------|---------------------------|---|--------------------|---------------------------------------|--------------------------|
|                          |                           |   |                    |                                       |                          |
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|                          |                           |   |                    |                                       |                          |
|                          |                           |   |                    |                                       |                          |
| <b>Contract Total:</b>   |                           |   |                    |                                       |                          |

| AGENCY                 |  | PINELLAS COUNTY         |  |
|------------------------|--|-------------------------|--|
| Authorizing Signature: |  | Program Manager Review: |  |
| Name and Title:        |  | Authorizing Signature:  |  |
| Date Executed:         |  | Department Director:    | Daisy Rodriguez, Director,<br>Human Services |
|                        |  | Date Executed:          |  |

**ATTACHMENT 3**  
**INSURANCE REQUIREMENTS**

The following insurance requirements are included in this agreement:

The **AGENCY** shall obtain and maintain at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days of executed Agreement, the **AGENCY** shall provide the **COUNTY** with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).

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

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

**AGENCY** shall also notify **COUNTY** within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received

by said **AGENCY** from its insurer. Notice shall be given by certified mail to: Pinellas **COUNTY** Risk Management Department, 400 South Fort Harrison Ave., Clearwater, Florida 33756; and nothing contained herein shall absolve **AGENCY** of this requirement to provide notice.

Should the **AGENCY**, at any time, not maintain the insurance coverages required herein, the **COUNTY** may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the **COUNTY** and charge the **AGENCY** for such purchase. The **COUNTY** shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the **COUNTY** to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

The **COUNTY** reserves the right, but not the duty, to review and request a copy of the **AGENCY**'s most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

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

The Named Insured on the Certificate of Insurance must match the entity's name that is signing the Agreement.

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 the **AGENCY**.

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.

The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by COUNTY or any such future coverage, or to COUNTY's Self-Insured Retentions of whatever nature.

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

Any certificate of insurance evidencing coverage provided by a leasing company for either Workers Compensation or Commercial General Liability shall have a list of covered employees certified by the leasing company attached to the Certificate of Insurance. The COUNTY shall have the right, but not the obligation to determine that the AGENCY is only using employees named on such list to perform work for the COUNTY. Should employees not named be utilized by AGENCY, the COUNTY, at its option may stop work without penalty to the COUNTY until proof of coverage or removal of the employee by the AGENCY occurs, or alternatively find the AGENCY to be in default and take such other protective measures as necessary.

Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas COUNTY from the AGENCY.

The insurance requirements for this Agreement, which shall remain in effect throughout its duration, are as follows:

**(A) Workers' Compensation Insurance**

Limit Florida Statutory

Employers Liability Limits

Per Employee

\$500,000

|                      |           |
|----------------------|-----------|
| Per Employee disease | \$500,000 |
| Policy Limit Disease | \$500,000 |

**(B) Commercial General Liability Insurance** including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury. No exclusion for physical abuse or sexual molestation.

Limits

|   |             |
|---|-------------|
| General Aggregate                       | \$2,000,000 |
| Products/Completed Operations Aggregate | \$2,000,000 |
| Personal Injury and Advertising Injury  | \$1,000,000 |
| Each Occurrence                         | \$1,000,000 |

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

Limit

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

**(D) 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”, Bidder 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 |

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.

**(E) Cyber Risk Liability (Network Security/Privacy Liability) Insurance** including cloud Computing 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.