

# HUMAN SERVICES FUNDING AGREEMENT

## **Evora Health- Low Income Pool Funding**

Legistar ID Number: **25-0694D**

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 HEALTH CENTERS OF PINELLAS, INC. dba EVARA HEALTH**, a non-profit Florida corporation, whose address is 14100 58th Street North, Suite 100, Clearwater, FL 33760, hereinafter called the "**AGENCY**."

### WITNESSETH:

WHEREAS, the **COUNTY** is committed to assisting residents in need of medical care; and

WHEREAS, the epidemic of opioid misuse in the State of Florida has resulted in the declaration of a Public Health Emergency; and

WHEREAS, the **COUNTY** and **AGENCY** agree that expanding low and/or no cost healthcare will benefit and improve health outcomes of the Lealman community; and

WHEREAS, the **COUNTY** recognizes that an increase in dental care for Pinellas County residents can lead to reduced dental-related Emergency Department (ED) visits and improved health outcomes overall; and

WHEREAS, the **AGENCY** has staff and facilities available to provide medical and dental care to eligible Pinellas County residents; and

WHEREAS, the **AGENCY** has requested **COUNTY** financial support to meet its goals in addressing these concerns in the community; and,

WHEREAS, the estimated costs of services provided by **AGENCY** is approximately \$2,167,513.

**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**

a. In an effort to support access to healthcare, the **AGENCY** will continue to perform services as outlined within the Expansion of Health Services Project Summary (Appendix A). 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.

b. The **AGENCY** shall continue to support efforts to address substance abuse and treatment including:

i. **AGENCY** shall participate and collaborate in the Pinellas County Opioid Task Force activities aimed to reduce the number of opioid based death and injuries in the County.

ii. **AGENCY** shall establish county-wide naloxone kits distribution points at Evara Health service locations.

a) **AGENCY** shall establish necessary procedures and protocols for receiving and distribution of naloxone through organization’s pharmacy program.

b) **AGENCY** shall participate in available no-cost State of Florida programs to obtain naloxone.

- c) **AGENCY's** full patient service team will receive an education of naloxone distribution and patient training.
- d) **AGENCY** shall conduct annual training for all providers as it relates to naloxone effectiveness as an overdose response option.
- iii. **AGENCY** shall conduct an ongoing education program on opioid death and abuse prevention for Evara Health dentists and members of dental staff.
- iv. **AGENCY** shall utilize the Evara Health Obstetrics (OB) and pediatric program to collaborate with community partners on Substance Exposed Newborn (SEN) programs.
- v. **AGENCY** shall maintain dedicated Case Management and Referral Specialist positions to improve patient engagement, community-outreach, and patient connection to substance abuse provider or other referrals.
- c. **AGENCY** shall actively participate in the Pinellas Matters collaboration with participating local hospitals for substance use disorder (SUD) treatment.
- d. **AGENCY** shall assist with addressing the need for quality and equitable health care services for residents of Lealman community by expanding access to high-quality health services.
  - i. **AGENCY** shall continue to provide service access for the Lealman Community, to include increased healthcare capacity and extended hours of operation.
  - ii. **AGENCY** shall continue a minimum of part-time behavioral health services at all locations.

iii. **AGENCY** shall maintain a staff of Community Health Workers to connect patients with medical and social service support, track utilization, and assure continuity of care.

iv. **AGENCY** shall provide substance abuse prevention activities and proactive case management for patients with substance abuse diagnoses.

e. **AGENCY** shall improve and maintain access to dental care for residents of South St. Petersburg and Clearwater through continued expansion of service access by supporting dental and ancillary staff.

3. **Term of Agreement**

This Agreement shall become effective upon execution by both parties and shall expire on September 30, 2026. **AGENCY** agrees to provide the services detailed in Section 2 throughout the term of this Agreement.

4. **Compensation**

a. The **COUNTY** agrees to pay the **AGENCY** an amount not to exceed \$927,262.04 in the form of an Intergovernmental Transfer to the State of Florida for the services described in Section 2 of this Agreement, contingent upon availability and participation in the State for Florida Low Income Pool (LIP) and supporting Letter of Agreement (LOA) executed with the State of Florida.

b. No funds shall be disbursed without written authorization from the **AGENCY** of the intent to move forward with services. Upon receiving written notification and direction by **AGENCY**, payment shall be made to the State of Florida pursuant to the LIP LOAs or subsequently designed state low-income healthcare pool.

c. Participation in the LIP LOAs by the **COUNTY** shall satisfy **COUNTY'S** responsibility under this section of this Agreement.

**5. Reporting**

The **AGENCY** agrees to submit mutually agreed upon quarterly reports and outcomes to the **COUNTY**. Reports 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 and may be subject to a prorated refund pursuant to section 4(c) herein. The reports shall be submitted in a mutually agreed upon format.

**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.

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.

**7. Care About Me – Coordinated Access Model**

a. As a condition of receipt of a funding award from the **COUNTY**, the **AGENCY** agrees to actively participate in the Care About Me, including the following:

i. List behavioral health program information in the Care About Me database.

ii. Execute any necessary participation or data-sharing agreements for Care About Me operation.

iii. Provide the Care About Me Administrator with regular program updates to ensure current information is available regarding eligibility criteria, capacity, and service availability. This will include participation in real-time or live scheduling, when available from the Care About Me Administrator, and accepting referrals from the Care About Me for clients eligible for program services, contingent upon program capacity.

iv. Participate in regular meetings as requested by the Care About Me Administrator.

b. The **COUNTY** may request documentation that verifies compliance with this Section.

**8. Emergency, Disaster, or Critical Event Response**

a. 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.

b. 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.

**9. Personnel**

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. 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.

**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](mailto: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.

**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. Public Entities Crimes**

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.

**16. 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. **AGENCY** Organizational Chart,
- iv. **AGENCY** licenses,
- v. Accreditations, and
- vi. Match documentation, as applicable.

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

**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**.

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. 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.

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:**

Public Records Liaison

440 Court St., 2<sup>nd</sup> Floor

Clearwater, FL 33756

HSContracts@pinellas.gov

(727) 464-8445

**24. 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**.

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

**26. 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**.

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

**28. 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.

**29. 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:**

Abigail Stanton, Contract Manager

Pinellas County Human Services

440 Court Street, 2nd Floor

Clearwater, Florida 33756

astanton@pinellas.gov

Sara Gordils, Contracts Section Manager

Pinellas County Human Services

440 Court Street, 2nd Floor

Clearwater, Florida 33756

sgordils@pinellas.gov

## HUMAN SERVICES FUNDING AGREEMENT

### Evava Health- Low Income Pool Funding

Legistar ID Number: 25-0694D

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

Edward Kucher, CRO  
Evava Health  
14100 58th Street North, Suite 100  
Clearwater, FL 33760  
[epkucher@hcnetwork.org](mailto:epkucher@hcnetwork.org)

#### 30. **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.

**31. Closeout**

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

**32. Governing Law**

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

**33. Conformity to the Law**

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

**34. 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,

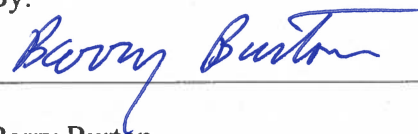
contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**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:

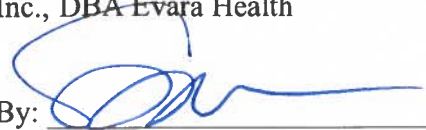
  
\_\_\_\_\_

Barry Burton

Date: September 22, 2025

Community Health Centers of Pinellas,  
Inc., DBA Evara Health

By:

  
\_\_\_\_\_

Elodie Dorso, CEO

Date: 9/19/25, 2025

## **Appendix A**

### **Expansion of Health Services in Pinellas County Project Summary**

Community Health Centers of Pinellas, Inc. / DBA: Evara Health (Evara Health), is a not-for-profit Federally Qualified Health Center that provides affordable, high-quality primary health care services to the residents of Pinellas County. Evara Health operates 16 locations and three Mobile Medical Unit across Pinellas County. Evara sites provided 228,000 visits to over 62,000 unduplicated patients in 2024, of which 81% were low-income (below 200% of the federal poverty level.)

Evara Health is an accredited and certified patient-centered Medical and Dental Home that complies with Section 330 of the Public Health Service (PHS) Act. Additionally, Evara Health is dually accredited by the Accreditation Association for Ambulatory Health Care, Inc. (AAAHHC) and the National Committee for Quality Assurance (NCQA).

The proposed project aims to address some of the urgent needs in Pinellas County.

#### **Goal 1:**

*Actively participate in the Pinellas County Opioid Task Force-guided and County-led activities aimed to reduce the number of opioid based deaths and injuries in Pinellas County.*

Evara Health will continue its efforts in the area of substance use disorder prevention and treatment. This is a multi-directional program, executed within the framework proposed by the Pinellas County Opioid Task Force and in collaboration with the Pinellas County Department of Human Services. The availability of support from the Pinellas County Government will allow Evara Health to continue the following specific actions:

- Maintaining county-wide naloxone kit distribution points at Evara Health service locations. In collaboration with the Florida Department of Health, Evara Health has established necessary procedures and protocols for receipt and distribution of naloxone through the organization's pharmacy program. Evara Health participates in available State programs to obtain naloxone at no cost. New members of Evara Health's patient service team will receive training on naloxone.
- Conduct an ongoing education program on opioid death and abuse prevention for Evara Health dentists and members of dental staff.
- Utilizing Evara Health's OB and pediatric program to collaborate with community partners on Operation PAR's "Mentoring Moms" program including Substance Exposed Newborns (SEN). Evara Health works to mitigate existing gaps through utilization of embedded medical personnel within specialty settings and exploration of higher levels of EHR connectivity.

- Maintaining a Case Manager and Referral Specialist necessary to improve patient engagement and community outreach. Case Management provides patients with a “warm handoff” from a Primary Care Provider (PCP) to a substance use disorder care provider or another referral.
- Evara Health closely collaborates with community and university-based programs including USF’s Family Study Center, AHEC, Healthy Start Coalition of Pinellas County, and others.
- Evara Health will actively participate in the County led collaboration Pinellas Matters with participating local hospitals in the area of substance use disorders (SUD) treatment. Medication-Assisted Treatment (MAT) is the use of medications in combination with counseling and behavioral therapies for the treatment of SUD. Evara Health will be utilizing MAT for treatment of addiction to opioids, such as heroin and prescription pain relievers that contain opiates, in collaboration with participating hospitals. As a part of the discharge protocol, hospitals will refer patients with qualified diagnoses to Evara Health’s MAT program to reduce the need for inpatient services including detoxification for these individuals. In addition to the individually tailored behavioral therapy and counseling, Evara Health will use FDA-approved medications like Buprenorphine, Suboxone, and Vivitrol. Evara Health hired two psychiatrists to lead the organization’s mental health and SUD efforts, including the proposed MAT program. However, the program will require significant investment and efforts of the team including the time of a MAT certified mid-level provider, nurse, case manager, and two members of ancillary staff.

The project budget includes salaries and benefits for the personnel directly involved in the proposed activities and necessary contracted services. The estimated amount of funding needed for this goal is \$90,141.

**Goal 2:**

*Assist with addressing the need for quality and equitable health care services for residents of the Lealman community by expanding access.*

The Lealman CDP has a population of over 20,000 and is referred to as an At-Risk Zone of South Pinellas. Over 50% of area residents have an income below 200% of poverty. Evara Health continues to operate the Lealman health center, an essential access point for adults and children in this community to obtain affordable quality healthcare. Evara Health maintains Community Services Specialist to connect patients with health and social support services, to track the utilization and results of various services, and follow up with patients to assure continuity of care and best possible outcomes. These activities include linkage to substance use disorder prevention services and proactive case management for patients with substance use disorder diagnoses.

The project builds on Evara Health’s existing capabilities and systems including the use of state-of-the-art electronic health records, highly regarded analytical tools, and community partnerships. The project allows scalability for increasing the volume of services rendered.

Furthermore, the Lealman Health Center operates a Food Pharmacy program, aimed to improve health care status of patients with chronic diseases through improved access to healthier foods.

The project budget will support the salaries and benefits for personnel serving patients at the Lealman facility and support its operations. The estimated budget for this goal for the proposed project year is \$1,050,340.

**Goal 3:**

*Improve access to dental care for residents of South St. Petersburg and Clearwater.*

To improve access to dental care for the neediest areas of Pinellas County and reduce unnecessary utilization of ER services, Evara Health hired three additional dental providers, an additional dental hygienist and ancillary staff. This will allow the organization to increase the volume of services for the neediest residents of South St. Petersburg and Clearwater.

The project budget will support the salaries and benefits for the additional dental personnel serving patients at the Johnnie Ruth Clarke and Clearwater facilities. The estimated budget for this goal is \$1,027,032.

The total budget for personnel, benefits, training, and educational materials for the proposed project is \$ 2,167,513. Evara Health will need financial support from the Pinellas County Government in the amount of \$927,262. The remaining \$1,240,251 necessary for the projects will be obtained through the Low-Income Pool (LIP) program. Furthermore, Evara Health will assume and cover all other operational expenses for the project.