

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made as of this ____ day of ____, 2022 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and Pinellas Ex-Offender Re-Entry Coalition, Inc. (“Contractor”) (individually, “Party,” collectively, “Parties”).

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 21-0553-LI(DG) for Sterile Needle and Syringe Exchange Program services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. “Agreement” means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. “County Confidential Information” means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law and any other information designated in writing by the County as County Confidential Information.

C. “Contractor Confidential Information” means any Contractor information that is designated as confidential and/or exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. “Contractor Personnel” means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. “Services” means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A (“Statement of Work”) attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Contract Administrator or designee.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. 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.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on the Effective Date and shall remain in full force and for sixty (60) months, or until termination of the Agreement, whichever occurs first.

B. Term Extension.

The Parties may extend the term of this Agreement for two (2) additional sixty (60) month period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. In accordance with Florida Statutes 381.0038 (4)(f) and Pinellas Code Section 42-47, no County funds may be used to operate the program. There will be no compensation paid to the vendor by the County for this program.

C. Travel Expenses.

The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

D. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted as provided in Exhibit D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

6. Personnel.

A. E-Verify. The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a Subcontractor, the Subcontractor must provide the Contractor 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.

If the County, Contractor, or Subcontract has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

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

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. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

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

B. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

C. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall 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 Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor

Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a “Contractor Event of Default” hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party’s cure period allowed in the Agreement.

9. Confidential Information and Public Records.

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date

of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor 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. Contractor 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 County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or 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.

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 Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor 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, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Digital Accessibility

Supplier acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Supplier shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Supplier fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Supplier of non-compliance. Within 30 days of Supplier's receipt of a non-compliance notice ("Notice"), Supplier and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Supplier:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Supplier to section 14(b) of this Agreement, "Indemnification."

13. Public Entities Crimes

Contractor 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 County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

14. Liability and Insurance.

- A. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. **Indemnification.** Contractor 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 Contractor; 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.
- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

15. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

16. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Contract Administrator or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Pinellas Ex-Offender Re-Entry Coalition, Inc . If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

17. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor 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.

B. Assignment.

This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Contractor.

18. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

19. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:
Human Services Department
 440 Court Street, 2nd Floor Clearwater, FL
33756

For Contractor:
 Pinellas Ex-Offender Re-Entry Coalition, Inc.
 12810 Us Hwy 19 N
 Clearwater, FL 33764

Attn: Tim Burns

Attn: Michael Jalazo
 727-656-4989
 Mjalazo@exoffender.org

with a copy to:
 Purchasing Director
 Pinellas County Purchasing Department
 400 South Fort Harrison Avenue
 Clearwater, FL 33756

20. Conflict of Interest.

- A.** The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B.** The Contractor 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 Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest,

the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor 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 Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

21. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including reports and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the “Work Product”) shall be County’s property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

22. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

23. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

24. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

25. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

26. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

27. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

28. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

By and through its

Board of County Commissioners

Chairman

ATTEST:

Ken Burke,

Clerk of the Circuit Court

By: _____

Deputy Clerk

Approved as to Form

APPROVED AS TO FORM

By: Keiah Townsend

Office of the County Attorney

By: _____

Office of the County Attorney

Pinellas Ex-Offender Re-Entry Coalition, Inc

By: 

Signature

Michael Jalazo

Print Name

CEO/Executive Director

Title

SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

- I. **Contractor: Pinellas Ex-Offender Reentry Coalition (PERC)**
- II. **Program: Pinellas County Sterile Needle and Syringe Exchange Program**
- III. **Objective and Background**

Pinellas County seeks to implement a Sterile Needle and Syringe Exchange Program in accordance with Florida Statute 381.0038(4)(b) and Pinellas County Code Chapter 42, Article XV, Infectious Disease Elimination Program. The program will provide new needles and syringes for used needles and syringes, which is intended to reduce the spread of HIV, hepatitis C and other bloodborne pathogens and is considered a "harm reduction" strategy whereby a process is established to reduce harm in what otherwise may be an unhealthy behavior. Prevention of disease transmission is the primary goal of the program.

While no state, county, or municipal funds may be used to operate the exchange program, an agreement is required in order for the CONTRACTOR to operate. The program must operate in compliance with the guiding Florida Statute 381.0038(4)(b) and Pinellas County Code Chapter 42, Article XV, Infectious Disease Elimination Program.

- IV. **Statement of Work:**

- A. **Eligibility of CONTRACTOR:**

- The CONTRACTOR is a demonstrated 501(c)(3) HIV/AIDS service organization with documented education and testing efforts.

- B. **Program Oversight and Accountability System:**

- 1. **Program Goal:**

- i. Reduce the harm and impacts of substance abuse within Pinellas County through the implementation of a clean Needle and Syringe Exchange Program

SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

2. **Program Objectives to be Tracked and Maintained:**

- i. **CONTRACTOR** will operate a One-to-one needle exchange, whereby a participant shall receive one sterile needle/syringe in exchange for each used one.
- ii. **CONTRACTOR** will make available educational materials regarding transmission of HIV, viral hepatitis, and other blood-borne diseases.
- iii. **CONTRACTOR** will provide linkages to community services to aid with access to health, housing, and other supportive services.
- iv. **CONTRACTOR** will provide onsite counseling to allow for intervention, prevention and treatment access for any individual making a needle exchange. This will include but is not limited to education on safe injection practices, prevention of HIV/HCV, and overdose prevention counseling. Additionally, **CONTRACTOR** will provide, either directly or through referral, counseling for drug abuse prevention, education, treatment, and recovery support services with availability within 72 hours of referral.
- v. **CONTRACTOR** will provide access to kit with emergency opioid antagonist.
- vi. **CONTRACTOR** will provide access to HIV and viral hepatitis screening on site and by referral within 72 hours.
- vii. Additional defined objectives may be adopted by mutual agreement of the **COUNTY** and **CONTRACTOR**.

SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

3. **Program Administration & Compliance:**

- i. **CONTRACTOR** will maintain Compliance with Florida Statute 381.0038(4)(b) and Pinellas County Code Chapter 42, Article XV, Infectious Disease Elimination Program *attached herein as EXHIBIT F and EXHIBIT G*.
 - a. Failure to remain in compliance with this section may result in an ordinance violation and fine.
 - b. In the event a violation cannot be immediately corrected, the site must suspend operations until in compliance.
 - c. If the **CONTRACTOR** receives three (3) separate violations of this section, the **COUNTY** may suspend operations for up to a period of three months while requiring **CONTRACTOR** response and operational corrections, or may opt to terminate the agreement separate from all other terms and conditions contained within the agreement.
- ii. **CONTRACTOR** will participate in site visits both in person and virtually for ongoing review of program compliance and audit. **CONTRACTOR** will provide access to the site to allow audit of contract elements.
- iii. **CONTRACTOR** will provide services in alignment with their program proposal *attached herein as EXHIBIT C*.

SERVICES AGREEMENT**EXHIBIT A****STATEMENT OF WORK****4. Site Security and Safety:**

- i. All indoor areas of the site are locked via locks, deadbolt, and security alarm.
- ii. During operational hours, all staff will have panic alarms on their person in case of emergency situations.
- iii. All staff will receive training on safe operating practices and de-escalation techniques.
- iv. Site will have video cameras in all spaces where equipment is stored, where staff interfaces with clients, and in areas on the perimeter of the building.
- v. **CONTRACTOR** will work openly with local law enforcement to maintain communication on community and site safety.
- vi. **CONTRACTOR** will actively track and log all syringes received and distributed to ensure a one-to-one exchange
- vii. **CONTRACTOR** will perform inventories to assure sufficient supply for operation of the exchange.
- viii. **CONTRACTOR** shall ensure all needles/syringes are disposed of in Occupational Safety and Health Administration (OSHA) approved sharps containers for proper handling.

5. Data Management and Tracking:

- i. **CONTRACTOR** will collect and maintain data and operational information in accordance with Florida Statute 381.0038(4)(b) and Pinellas County Code Chapter 42, Article XV, Infectious Disease Elimination Program.
- ii. Program data management and tracking shall be assessed annually and modified consistent with program performance and community need. The **COUNTY** reserves the right to amend data elements, performance measures, or reports as necessary to ensure that the overall programmatic purpose is

SERVICES AGREEMENT**EXHIBIT A****STATEMENT OF WORK**

demonstrated, quantified, and achieved. Where no activity has occurred within the preceding period, the **CONTRACTOR** shall provide a written explanation for non-activity. The report formats shall be prescribed and provided by the **COUNTY**.

- iii. **CONTRACTOR** will evaluate and report on all program objectives quarterly.
- iv. **CONTRACTOR** will provide an annual report by August 1 of each year to the **COUNTY**. The **COUNTY** may require interim reporting as needed for monitoring of the program.

6. **Monitoring:**

- i. **CONTRACTOR** will comply with **COUNTY** and departmental policies and procedures.
- ii. **CONTRACTOR** 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.
- iii. **CONTRACTOR** will submit other reports and information in such formats and at such times as may be prescribed by the **COUNTY**.
- iv. **CONTRACTOR** will shall submit reports on any monitoring of the program within 10 days of the **CONTRACTOR**'s receipt of the monitoring report.
- v. If the **CONTRACTOR** receives accreditation reviews, each accreditation review will shall be submitted to the **COUNTY** after within 10 days of receipt by the **CONTRACTOR**.
- vi. 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

SERVICES AGREEMENT**EXHIBIT A****STATEMENT OF WORK**

be in the format as may be requested by the **COUNTY**. If approved by the **COUNTY**, the **COUNTY** may accept a report from another monitoring agency in lieu of reports customarily required by the **COUNTY**.

INSURANCE REQUIREMENTS

The recommended vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your bid submittal deemed non-responsive.

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

- a) Bid submittals should include, the Bidder's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Bidder does not currently meet insurance requirements, bidder shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.
- b) Bidder shall email certificate that is compliant with the insurance requirements to **"dguinta@pinellascounty.org"** . If certificate received with bid was a compliant certificate no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Bidder and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Bidder or their agent prior to the expiration date.
- (1) Bidder 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 Bidder from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Bidder of this requirement to provide notice.
- (2) Should the Bidder, 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 Bidder for such purchase or offset the cost against amounts due to bidder for services completed. 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.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

EXHIBIT B

INSURANCE REQUIREMENTS

- f) If subcontracting is allowed under this Bid, the Prime Bidder shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Bidder and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Bidder to the same extent Bidder is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Bidder to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Bidder shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- g) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Bidder is a Joint Venture per Section A. titled Joint Venture of this Bid, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) 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(s) of Insurance. The County shall have the right, but not the obligation to determine that the Bidder is only using employees named on such list to perform work for the County. Should employees not named be utilized by Bidder, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Bidder to be in default and take such other protective measures as necessary.

INSURANCE REQUIREMENTS

- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Bidder and subcontractor(s).
- h) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

- (1) Workers' Compensation Insurance Must include United States Longshore and Harbor Workers (USL&H) and Jones Act coverage

Limit Florida Statutory
Employers' Liability Limits

Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

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

Limits

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

- (3) Professional Liability 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", Vendor 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 General	\$ 1,000,000
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.

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

EXHIBIT B

INSURANCE REQUIREMENTS

Limits

Each Occurrence General Aggregate

\$ 1,000,000
\$ 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.

SERVICES AGREEMENT

EXHIBIT C

CONTRACTOR PROPOSAL

PERC

Email: info@exoffender.org

FEIN: 59-3643636; 501c3 Tax Exempt Designation

Florida Solicitation of Contributions #CH21771

June 25, 2021

Merry Celeste, CPPB
Division Director
Purchasing and Risk Management
Pinellas County Department of Administrative Services

Please accept this Letter of Intent submitted by a team led by the Pinellas Ex Offender Reentry Coalition (PERC – d/b/a People Empowering and Restoring Communities) as a statement of interest to create and lead a Sterile Needle and Syringe Exchange Program in response to LOI Number: 21-0553-LI(DG), and this Cover Letter/Statement of Interest as item #1 of this required submission.

PERC is a 501 (c)(3) non-profit corporation that has existed as an organization for nearly 30 years through advocacy and action. This has included direct structured programs, housing, cognitive behavioral classes, comprehensive case management, employment development, as an outpatient substance abuse provider, and that has been an HIV/AIDS service organization as well. Specific to this PERC is a testing provider, offers ongoing HIV/AIDS education as part of treatment, and has offered extensive educational programs with other providers throughout Pinellas County aimed towards harm reduction and the reduction or enlightenment on HIV/AIDS related issues for our citizens.

Per requirements as outlined:

Contact Person: Michael Jalazo, CEO/Executive Director
Address: 12810 US HWY 19 N, Clearwater FL 33764
Email: mjalazo@exoffender.org
Telephone: (727) 656-4989

PERC looks forward to presenting our SEP Concept – the 16th Street Wellness Program as the first SEP program in Pinellas County in alignment with both the local ordinance and state laws as well, with an eye to expand countywide in the coming months and years.

Sincerely,



Michael Jalazo
CEO/Executive Director
Pinellas Ex Offender Re Entry Coalition

SERVICES AGREEMENT

EXHIBIT C

CONTRACTOR PROPOSAL

2. Curriculum vitae of the project manager and/or team responsible for this engagement – Demonstrate that the personnel have the knowledge and skills to provide services and emphasizes similar contracts or projects that required the performance of similar tasks.

To be hired: Pharmacists, Pharmacy Technicians

3. Executive summary – Please provide your understanding of the services requested and outline in detail your firm's experience.

PERC is a 501 (c)(3) non-profit corporation that has been an HIV/AIDS service organization in Pinellas County for over 20 years. Specific to this PERC is a testing provider, offers ongoing HIV/AIDS education as part of treatment, and has offered extensive educational programs with other providers throughout Pinellas County aimed towards harm reduction and the reduction or enlightenment on HIV/AIDS related issues for our citizens. Over the last five years plus, PERC has been engaged in the legislative process first on the state level to advocate for the expansion of the IDEA model from Miami for Pinellas County, then once the legislature passed this in 2019 (Florida Statute 381.0038(4)(a)(4)), working to support the local ordinance, Chapter 42 XV, of Pinellas County Code. PERC as an agency works collaboratively with other organizations. The development of our SEP concept is and will be in partnership with the Foundation for a Healthy St Petersburg (FHSP), Operation PAR, Help Us Help You, Metro Wellness, WE Care LF and a variety of other members of the Pinellas County Opioid Task Force. Additionally, our original concept was created with consultation from members of the Florida Department of Health in Pinellas County, Pinellas County Health and Human Services, the St Petersburg Police Department, and the Pinellas County Sheriff's Office (the latter limited to information provision with the idea of crafting a memorandum of understanding).

The goals of the Sterile Needle and Syringe Exchange Program (SEP) concept of PERC and our partners that will initially create the 16th Street Wellness Center (Pharmacy and Program) will be to reduce the spread of HIV, hepatitis C and other bloodborne pathogens as part of a harm reduction strategy for unhealthy behaviors in Pinellas County. The PERC team has already begun

SERVICES AGREEMENT**EXHIBIT C****CONTRACTOR PROPOSAL**

to develop the SEP concept within Pinellas County that will provide new needles and syringes for used needles and syringes in a one-to-one basis. This includes an oversight and accountability system to ensure compliance with Florida Statute 381.0038(4)(a)(4)) and Chapter 42 XV, of Pinellas County Code. to operate a one-to-one exchange for syringes, to provide educational materials on HIV, hepatitis, and blood-borne diseases, to provide on-site counseling and referrals for drug abuse prevention, education, and treatment as well as screening or referrals for HIV and hepatitis and to provide emergency opioid overdose treatment kits (Narcan).

PERC is a data centric organization with staff that has extensive experience and training in research, statistics, and evaluation. PERC has developed a data system tailored around needs and risk factors specific to Pinellas County, and has remote access capabilities on a secured network for program partners. This system is currently in place and was developed and used in the Pinellas Reentry Court Program funded through the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, and was part of a national evaluation with the Council of State Governments and RTI International, as well as collaborations with local evaluators. Once the SEP program of the 16th Street Wellness Center establishes measurable objectives for meeting the goals of the program aligned with Florida Statute 381.0038(4)(a)(4)) and Chapter 42 XV, of Pinellas County Code the system will be used track the progress in achieving those objectives. Data will be used to support the initiative's commitment to program delivery principles and interagency partnerships, to increase awareness of the program's strengths and needs, and for annual collection and reporting requirements to the Department of Health and the Board of County Commissioners. The intricacies of the data system allow for oversight and accountability that will ensure compliance with statutory and contractual agreements, and again -for tracking and reporting of program goals and objectives. This also allows for development of consequences for noncompliance as required.

SERVICES AGREEMENT

EXHIBIT C

CONTRACTOR PROPOSAL

4. Qualifications of interested entity to meet the requirements of 381.0038(4)(a)(4), Florida Statutes and Chapter 42 XV, Pinellas County Code.

Pursuant to Florida Statute 381.0038(4)(a)(4), and Chapter 42 XV, Pinellas County Code, People Empowering and Restoring Communities (PERC) is a 501 (c)(3) HIV/AIDS service organization and will ensure that we are able to meet the requirements as outlined both in Florida Statute and Pinellas County Code.

5. Description of proposed program to include:***a. Clear description of the program's oversight and accountability system/process to ensure compliance with 381.0038, Florida Statutes and Chapter 42 XV, Pinellas County Code.***

PERC is a data centric organization with staff that has extensive experience and training in research, statistics, and evaluation. PERC has developed a data system tailored around needs and risk factors specific to Pinellas County, and has remote access capabilities on a secured network for program partners. This system is currently in place and was originally developed and used in the Pinellas Reentry Court Program funded through the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, and was part of a national evaluation with the Council of State Governments and RTI International, as well as collaborations with local evaluators. Data will be used to support the initiative's commitment to program delivery principles and interagency partnerships, to increase awareness of the program's strengths and needs, and for annual collection and reporting requirements to the Department of Health and the Board of County Commissioners. The intricacies of the data system allow for oversight and accountability that will ensure compliance with statutory and contractual agreements, and again -for tracking and reporting of program goals and objectives. This also allows for development of consequences for noncompliance as required. In order to assess program effectiveness, staff will document program development, implementation and outcomes. Previous successful evaluations have demonstrated competencies in assuring effective data collection and performance assessment processes, routine monitoring for data quality, data management and analysis. The PERC team has extensive experience designing and evaluating the effectiveness of programs for at-risk and community-based

SERVICES AGREEMENT**EXHIBIT C****CONTRACTOR PROPOSAL**

populations. Client-level performance and outcome data will be collected during all phases to ensure the project is implemented as planned, and to measure the extent to which its goal and objectives are reached as will be reflected in an annual report, including all collected data, and submitted to the Board of County Commissioners and the Florida Department of Health by August 1st annually. PERC acknowledges its requirement to collect data as outlined in the requirements of the Infectious Disease Elimination Act as well as any other data that may be required by the Board of County Commissioners and/or the Florida Department of Health. Our system includes measurable objectives for meeting the goal of the program and will track the progress in achieving those objectives for reporting monthly. The system allows PERC to routinely report progress in achieving the objectives and the goal of the program. Data collected will include but is not limited to the number of participants served; the number of used needles and syringes received and the number of clean, unused needles and syringes distributed through exchange with participants; the demographic profiles of the participants served; the number of participants entering drug counseling or treatment; the number of participants receiving testing for HIV, AIDS, viral hepatitis, or other blood-borne diseases; and other data that may be required by either by the Board of County Commissioners or Department of Health as requested. Additionally, PERC will track program operation details, staffing, funding sources, and operational costs; and any additional programmatic or community planning information as required by the County.

PERC acknowledges that the Syringe Exchange Program is prohibited from collecting personal identifying information of a program participant for any purpose and that the program must receive the county commission's approval of the oversight and accountability system before commencing operations.

SERVICES AGREEMENT

EXHIBIT C

CONTRACTOR PROPOSAL

b. Description of program that identifies required components, service delivery, and funding plan including a brief plan outlining the following:

i. Proposed program location.

The initial program will be located at 1519 16th Street South, St. Petersburg FL 33705

ii. Establishing measurable objectives for meeting the goal of the program along with tracking and reporting on the progress in achieving those objectives.

PERC will work with our collaborative partners, Pinellas County Health and Human Services, and the Florida Department of Health in Pinellas County in meeting the requirements of the Infectious Disease Elimination Act including measurable objectives and tracking and reporting in achieving those objectives. Data collected will include but is not limited to the number of participants served; the number of used needles and syringes received and the number of clean, unused needles and syringes distributed through exchange with participants; the demographic profiles of the participants served; the number of participants entering drug counseling or treatment; the number of participants receiving testing for HIV, AIDS, viral hepatitis, or other blood-borne diseases; and other data that may be required by either by the Board of County Commissioners or Department of Health as requested. Additionally, PERC will track program operation details, staffing, funding sources, and operational costs; and any additional programmatic or community planning information as required by the County.

PERC has developed a data system tailored around needs and risk factors specific to Pinellas County, and has remote access capabilities on a secured network for program partners, to which we can provide front end access while keeping data safe and secure. This system is currently in place and was originally developed and used in the Pinellas Reentry Court Program funded through the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, and was part of a national evaluation with the Council of State Governments and RTI International, as well as collaborations with local evaluators.

SERVICES AGREEMENT

EXHIBIT C

CONTRACTOR PROPOSAL

iii. Establishing site security including secure storage, safe collection, and safe disposal of needles.

The 16th Street Wellness Center and Syringe Exchange Program will contract with Pro Med Solutions in St. Petersburg, a registered biomedical waste transporter registered with the Florida Department of Health, for syringe disposal. The program site will be registered to collect and dispose of biomedical and hazardous waste, based on the guidelines established under the Florida Department of Health and Pinellas County Government. Syringes will be stored in a marked and sealed container, prior to collection and disposal, via this local registered Biomedical Waste transportation company.

iv. Ensuring a one-to-one exchange where participants shall receive one sterile needle and syringe unit in exchange for each used one along with tracking and monitoring.

The 16th Street Wellness Center and Syringe Exchange Program will offer an innovative, comprehensive approach to individual and population health and well-being. First, the proposed program is based on the principles of harm reduction, which, at the individual level, is aimed at reducing negative consequences associated with drug use, and at the broader policy level, serves as a movement for social justice built on a belief in supporting those who use drugs with a pathway for sobriety. This approach allows providers to meet clients “where they are at,” addressing conditions of use along with the use itself, fostering an environment of trust and non-judgment. Once this environment of acceptance is achieved, staff will have a greater ability to provide services for this hard-to-reach population and offer a spectrum of services, interventions, and referrals. Services will be based on the individual’s unique needs and willingness to access secondary services. Primary services will support the immediate needs of the client, including ensuring a one-to-one exchange where participants shall receive one sterile needle and syringe unit in exchange for each used one along with tracking and monitoring of the needles, and access to safe syringe disposal. Ancillary services will be provided, based on the individual’s

SERVICES AGREEMENT

EXHIBIT C

CONTRACTOR PROPOSAL

willingness, and include: secondary prevention interventions, such as Hepatitis/HIV screening and vaccination; onsite HIV counseling and testing, or referral to services; health insurance enrollment assistance; non-coercive referral to drug treatment; overdose prevention and education and kits; behavioral health assessments and referrals to mental health services; care coordination and referrals to outside medical care; linkage to supportive housing; health education about safe injecting and sex practices; and community outreach through social marketing. This innovative model that both provides a public health benefit for clients, but also creates sustainability and

room for expansion with the creation of the 16th Street Wellness Center Pharmacy. Dr. Audie Murphy, who heads up the HIV/AIDS testing and education programs for PERC, will work directly with a Pharmacist/Program Manager and Pharmacy Tech/Assistant Program Manager to provide case management services and referrals for treatment for clients. The program will be housed in its own space at the Dr. David T. Welch Center for Progress and Community Development in the 16th Street Corridor of South St. Petersburg such that not only can a fully operational pharmacy be created in the community, but these healthcare professionals will have the ability and knowledge to assist in the syringe exchange process, advise on treatment, and refer to case management.

v. Making educational materials available regarding transmission of HIV, viral hepatitis, and other blood-borne diseases.

PERC and its program partners in the 16th Street Wellness Center and Syringe Exchange Program will make available and encourage the distribution of educational materials regarding the transmission of HIV, opioid abuse and treatment, homeless services resources, viral hepatitis and all other blood-borne diseases. As an agency, PERC already distributes such materials, as do all the partners participating in this initiative for Pinellas County. All are members of the opioid taskforce and meet regularly with members of Health and Human Services for Pinellas County, the

SERVICES AGREEMENT

EXHIBIT C

CONTRACTOR PROPOSAL

Florida Department of Health in Pinellas County, and a variety of other sources for distribution of such important educational materials for the clients we serve – and will serve in this program.

- vi. Onsite counseling with required attendance and referrals for drug abuse prevention, education, treatment, and recovery support services and for providing onsite HIV and viral hepatitis screening or referrals for such screening. Referral services must be made available to participants within 72 hours of referral.***

PERC acknowledges and ensures that onsite counseling with required attendance and referrals for drug abuse prevention, education, treatment, and recovery support services and for providing onsite HIV and viral hepatitis screening or referrals for such screening will exist at the 16th Street Wellness Center and Syringe Exchange Program. PERC is a licensed outpatient substance abuse provider, and offers programs for education, treatment and recovery support as well as a provider for testing for HIV and viral hepatitis. Additionally, we will work with a team of providers for referral for these services as well such that services can be available to participants within 72 hours. Operation PAR, Inc, is a licensed substance use disorder treatment organization and will provide onsite counseling with required attendance and referrals for drug abuse prevention, education, treatment, and recovery support services. Metro Inclusive Health (METRO) will serve as a referral source/linkage point for the following services: HIV Medical Care and wraparound services (including Medical Case Management among others), HCV Medical Care, PrEP Medical Care, Primary Medical Care, HIV & HCV Testing, Outpatient Substance Abuse Treatment, and Behavioral Health Counseling. Finally, Help Us Help U will support the program by offering educational materials on HIV, hepatitis C and blood-borne diseases, Providing HIV and Hepatitis C testing and/or referrals, providing on-site referrals for drug abuse prevention, and education and treatment.

- vii. Providing kits containing an emergency opioid antagonist (ex. Narcan) in accordance with restrictions contained within Chapter 42 XV, Section 42- 468(c) Pinellas County Code.***

SERVICES AGREEMENT

EXHIBIT C

CONTRACTOR PROPOSAL

PERC staff has been trained and currently are a provider of Narcan kits which contain an emergency opioid antagonist as defined in Section 381.887, Florida Statutes. PERC will provide these emergency opioid antagonist kits at the 16th Street Wellness Center.

viii. Establishing linkages to health care and mental health services, housing assistance, career employment-related and education counseling for participants.

PERC will be the lead agency in a collaborative group that will work to establish linkages to health care and mental health services, housing assistance, education, career employment services, and counseling as needed for clients in the program. PERC case managers themselves provide comprehensive, intensive case management services, including but not limited to job development and placement, job retention skill training, transitional housing, assessments, evaluations and referrals for substance abuse and mental health treatment, linkages for subsistence needs (beyond housing), partnerships for GED and adult basic education, and employment training – all outlined in a unique, individualized case plan that is updated regularly. Beyond this, PERC is also a licensed out-patient substance abuse provider, licensed batterer's intervention program provider, licensed HIV/AIDS testing and education provider, and provides many other cognitive education classes such as life skills, advanced life skills, anger management, errors in thinking, just to mention a few. PERC also offers larger comprehensive programs either as a lead agency or as a collaborative partner. Programs have included the St.

Pete Works workforce development collaborative, the Pinellas Substance Abuse/HIV/AIDS/Responsibility Program (SHARP) providing Substance Abuse and HIV/AIDS education programming to high risk young adults (age 13-25), the One Raft Evening Reporting Center working with high risk to re-offender high school and middle school students as part of the Pinellas County Juvenile Detention Alternatives Initiative, the Tampa Bay Career Pathways Collaborative employment program, the Red Tent Women's Initiative, the Veterans Treatment Court (employment component), and the United Way Workforce Development Cohort program

SERVICES AGREEMENT

EXHIBIT C

CONTRACTOR PROPOSAL

with the Pinellas County Urban League. In recent years PERC successfully completed the Pinellas Reentry Court program in partnership with Pinellas County Government, the Reentry to Independence Program with the Pinellas County Sheriff's Office, employment programs with the State of Florida and the City of St. Petersburg, and expansion of other programs throughout Pinellas and Pasco counties. Currently, PERC has expanded its services as a housing provider having added a Transition in Place program from the Veteran's Administration in support of our Tiny House Veteran's Village housing and training program, and recently received a three-year award from the Department of Justice under the Second Chance Act, also for training and intensive case management services.

ix. Working with all community partners and the local health department for an integrated and clear system of care.

The 16th Street Wellness Center concept is focused on the importance of fostering service and organization collaboration and promoting active community member participation to advocate for and advance the well-being of historically underserved and marginalized populations. A Community Advisory Board will be established to include individuals with diverse backgrounds and strengths to ensure true collaboration based on accountability, transparency, and trust. PERC will partner with Florida Department of Health in Pinellas County, Health and Human Services, St. Petersburg Police Department, Help Us Help You, Metro Wellness, Operation PAR, WestCare, Gulfcoast Jewish Family and Community Services, and various social service agencies throughout the Tampa Bay area to offer integrated community-based wraparound services and expand service capacity. All partners will sign a LOS and/or MOU, based on level of involvement and commitment of resources. Capacity building efforts for a Syringe Exchange Program in Pinellas County have been ongoing since July 2015 and the authors have received verbal support from all partners. Once the implementation process begins, all of the above

SERVICES AGREEMENT

EXHIBIT C

CONTRACTOR PROPOSAL

providers, as well as members from the target population will meet monthly at community awareness/engagement events to promote access to and utilization of services, maintain systems collaboration, and address service-related issues and advocacy efforts. The PERC team will be assisted by a variety of community partners and initiatives in the Wellness Center concept – with Eligibility Specialists of the Pinellas County Department of Health and Human services holding regular hours, assisting in healthcare navigation and registration for county health, dental, and transportation programs; Affordable Care Act Navigators holding regular hours to assist clients in enrolling in the Affordable Care Act; staff of the Florida Department of Health in Pinellas County distributing SEP literature through its clinics and Mobile Medical Units – with the MMU's themselves keeping regular monthly hours at the 16th Street Wellness Pharmacy as well. Staffing will be buttressed in support as well by the pharmacy tech program of Pinellas Technical College in St. Petersburg. The key to the program's success will be the dissemination of information throughout the criminal justice community, behavioral health community, and maybe most importantly through neighborhood clubs, associations, faith-based organizations, and community based organizations. Two more key partners involved in the program design have been the City of St. Petersburg and the St. Petersburg Police Department, who both understand this public health need and service, and are very much in support of the initiative.

x. Required data collection and reporting to ensure compliance with 381.0038(4)(b)7 Florida Statutes and Chapter 42 XV, Pinellas County Code.

PERC will work with our collaborative partners, Pinellas County Health and Human Services, and the Florida Department of Health in Pinellas County in meeting the requirements of the Infectious Disease Elimination Act including measurable objectives and tracking and reporting in achieving those objectives. PERC will track program operation details, staffing, funding sources, and operational costs; and any additional programmatic or community planning information as required by the County. Reporting will ensure compliance with 381.0038(4)(b)7 Florida Statutes

SERVICES AGREEMENT**EXHIBIT C****CONTRACTOR PROPOSAL**

and Chapter 42 XV, Pinellas County Code. PERC is a data centric organization and has developed a data system tailored around needs and risk factors specific to Pinellas County, and has remote access capabilities on a secured network for program partners, to which we can provide front end access while keeping data safe and secure. This system is currently in place and was originally developed and used in the Pinellas Reentry Court Program funded through the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, and was part of a national evaluation with the Council of State Governments and RTI International, as well as collaborations with local evaluators.

xi. Description of the program budget and funding sources.

See attached budget. Funding sources will vary, as the concept of creating a pharmacy is a model used for SEP programs around the country such that they can be self-sufficient, even profitable, with profits reinvested in programming. The goal is that the program will be quickly self-sufficient through pharmacy profits – and already discussed commitments from other agencies for pharmacy usage. Regardless, the Foundation for a Healthy St Petersburg had committed previously to funding the program under its previous transformative grant process (\$1,118,356 over three years), a commitment confirmed with efforts to begin now with a planning grant, and resource contribution and development in January 2022 to meet the program goals and needs. Additionally, PERC and program will continually exhaust foundation grants and other funding sources including but not limited to: AIDS United, the Community Foundation of Tampa Bay, the Pinellas Community Foundation, the Gilead COMPASS Initiative (Commitment to Partnership in Addressing HIV/AIDS in Southern States), the MAC AIDS Fund, the Elton John AIDS Foundation, the Fishman Family Foundation, and the Comer Family Foundation.

SERVICES AGREEMENT

EXHIBIT C

CONTRACTOR PROPOSAL

xii. Description of value-added services and/or partnerships.

The 16th Street Wellness Center will partner with the following organizations for both value-added services in this initiative through agreements:

Operation PAR, Inc., a licensed substance use disorder treatment organization, will provide onsite counseling with required attendance and referrals for drug abuse prevention, education, treatment, and recovery support services. Operation PAR, Inc. is a comprehensive substance use disorder (SUD) and mental health service provider in West Central Florida, with more than 50 years of experience. It is well-known for providing effective gender-specific SUD treatment. The agency has deep organizational experience serving the target population through its 14 programs in nine locations with program components including: substance use education, prevention and intervention, case management, outpatient and residential treatment service; medical detoxification and outpatient detoxification services; methadone and MAT, and continuing care services.

Operation PAR has extensive relationships with grassroots and community-based organizations that are rooted in the culture and language of the population and serves Pinellas directly through the Medication Assisted Patient Services (MAPS) program which provides Medication Assisted Treatment, including all three of the FDA-approved medications for the maintenance treatment of Opioid Use Disorder. Additionally, clients receive methadone maintenance, detoxification, counseling and medical services, including HIV risk assessment to opiate-addicted clients.

Operation PAR has worked collaboratively with agencies providing services to the IV drug using population including BayCare Health Systems and the Pinellas County Department of Health. Operation PAR is an active member of the Pinellas County Opioid Task Force co-chairing the group with the Pinellas Department of Health.

Metro Inclusive Health (METRO) will serve as a referral source/linkage point for the following services: HIV Medical Care and wraparound services (including Medical Case Management

SERVICES AGREEMENT**EXHIBIT C****CONTRACTOR PROPOSAL**

among others), HCV Medical Care, PrEP Medical Care, Primary Medical Care, HIV & HCV Testing, Outpatient Substance Abuse Treatment, and Behavioral Health Counseling

Help-Us Help-U, Inc. (HUHU), is a 501 (c) (3) organization created in 2010, to provide education, prevention and testing services to persons at risk for or that have been diagnosed with HIV/AIDS or Hepatitis C. Since its inception, HUHU has focused on providing HIV and Hepatitis C testing and counseling, education/information, linkage and community referrals, to all people including the indigent, disenfranchised, the homeless, substance users and others in need. HUHU provides a safe place focusing on the individual and meeting their specific needs whether in-house or through linkage to other community organizations.

From 2015-2020, HUHU has provided the Pinellas Substance Abuse and HIV Awareness and Responsibility Program (Pinellas SHARP), as a subcontractor on a Substance Abuse and Mental Health Services (SAMHSA) grant with PERC. Over the last five years Pinellas SHARP has served more than 1,000 youth and young adults with prevention, education and testing services. The Pinellas SHARP evidence-based educational curriculum addressed HIV/AIDS, STIs, Hepatitis C, substance use, suicide prevention and teenage pregnancy. Presentations provided an open Q&A safe space, linkage to local and national resources and the opportunity to be tested for HIV and/or Hepatitis C. The program collaborated with more than 60 local community-based organizations, using their facilities for the educational sessions, recruitment of participants, outreach and educational events, and as testing locations. During this time, HUHU also delivered education and testing to adults at numerous locations throughout Pinellas county including libraries, gyms, recovery houses, apartment complexes and homeless shelters.

HUHU currently offers an HIV/AIDS Prevention and Education program and a Community HIV Resource Partner program that provides HIV testing, counseling and resources with a focus on South St Petersburg, Black communities and the ex-offender population. HUHU has provided

SERVICES AGREEMENT

EXHIBIT C

CONTRACTOR PROPOSAL

educational materials on HIV/AIDS, STIs/STDs and Hepatitis C to more than 7,000 people in Pinellas County. In addition, they provide referrals to other agencies for essential support services. HUUH also has experience doing community education and outreach through social media. Through the Pinellas SHARP program, HUUH posted about prevention, testing, local resources almost daily (5x week) to Instagram, Facebook and Twitter, and reaching approximately 5,000 people a month according to the social media analytics.

Help Us Help U is eager and prepared to support the Sterile Needle and Syringe Exchange Program by offering educational materials on HIV, hepatitis C and blood-borne diseases, Providing HIV and Hepatitis C testing and/or referrals, providing on-site referrals for drug abuse prevention, education and treatment, providing emergency opioid overdose treatment kits or program referral , collect data and report on all services related to program.

WeCare LF is a licensed 340b provider and will partner with PERC for lower cost medicines and viable pharmacy services in the pharmacy component of the 16th Street Wellness Center, in addition to other potential supportive services.

xiii. Operational timeline that describes key milestones implementing the program and initiating services.

August 2021- Planning activities outlined, submitted for planning grant with Foundation for a Healthy St. Petersburg. Begin planning activities

September 2021- Begin monthly meetings with program partners to discuss steps and initiatives for program roll out. Continue planning activities

October 2021 -Work with G2 Designs on final drawings for space renovation

- Begin licensing processes as possible for pharmacy

- Continue monthly meetings with program partners

SERVICES AGREEMENT

EXHIBIT C

CONTRACTOR PROPOSAL

December 2021 – Commence and complete the minor renovations of program space

- Interviews begin for pharmacy staff

January 2022 - Hire, train program staff

February 2022 - Begin marketing campaigns for SEP program

- Launch SEP program in conjunction with pharmacy opening

xiv. Acknowledgement of the review and proposal compliance with following areas of Pinellas County Code:

a) Section 42-464(c): The Syringe Exchange Program must only operate at one or more fixed locations within Pinellas County.

The initial syringe exchange program will operate at a fixed location – 1519 16th Street S, St.

Petersburg FL. Future expansion plans will be at fixed locations within Pinellas County as well, in conjunction with reporting to the Board of County Commissioners. PERC has reviewed and acknowledges that the program will be in compliance with Pinellas County Code.

b) Section 42-468(c): The Operator must provide, and the recipient must attend, onsite counseling, and referrals for drug abuse prevention, education, treatment, and recovery support services and provide onsite HIV and viral hepatitis screening or referrals for such screening. Referral services must be made available to participants within 72 hours of referral.

PERC will provide recipients onsite counseling and referrals for drug abuse prevention, education, treatment, and recovery support services (internally or through Operation Par) and provide onsite HIV and viral hepatitis screening or referrals for such screening (internally or through Metro Wellness or Help Us Help You). Referral services will be made available to participants within 72 hours of referral. PERC has reviewed and acknowledges that the program will be in compliance with Pinellas County Code.

c) Section 42-468(d): The Operator must provide kits containing an emergency opioid antagonist, as defined in Section 381.887, Florida Statutes, or provide referrals to a program that can provide such kits. Kits may not include spoons or spoon-like tools, or material for filtration, such as cotton balls, string, bands, or material of a size that allows for use as a tourniquet, lighters, or pipes.

SERVICES AGREEMENT**EXHIBIT C****CONTRACTOR PROPOSAL**

PERC staff has been trained and currently are a provider of Narcan kits which contain an emergency opioid antagonist as defined in Section 381.887, Florida Statutes. PERC has reviewed and acknowledges that the program will be in compliance with Pinellas County Code, and that kits may not include spoons or spoon-like tools, or material for filtration, such as cotton balls, string, bands, or material of a size that allows for use as a tourniquet, lighters, or pipes.

SERVICES AGREEMENT
EXHIBIT C
CONTRACTOR PROPOSAL
BUDGET

Personnel Costs

<u>Pharmacist x 2 FTE</u>	<u>\$ 165,000.00</u>
<u>Pharmacy Tech FTE (composite)</u>	<u>\$ 31,200.00</u>
<u>Pharmacy Tech FTE (composite)</u>	<u>\$ 31,200.00</u>
<u>SEP Counselor FTE</u>	<u>\$ 35,360.00</u>
	<u>\$ 262,760.00</u>
<u>Fringe @ 28% Agency Rate</u>	<u>\$ 73,573.00</u>
<u>Total Personnel Costs</u>	<u>\$ 336,333.00</u>

Supplies

<u>Supplies- Pharmacy Opening Inventory</u>	<u>\$ 50,000.00</u>
<u>Supplies- SEP Related</u>	<u>\$ 14,400.00</u>
<u>Total Supply Costs</u>	<u>\$ 64,400.00</u>

Other Costs

<u>Shipping & delivery -</u>	<u>\$ 60,000.00</u>
<u>Pharmacy</u>	<u>\$ 11,000.00</u>
<u>Rent</u>	<u>\$ 6,000.00</u>
<u>Utilities</u>	<u>\$ 24,000.00</u>
<u>Insurance</u>	<u>\$ 4,500.00</u>
<u>Licencing</u>	<u>\$ 6,000.00</u>
<u>Software & claims</u>	<u>\$ 30,000.00</u>
<u>Data Mangement</u>	<u>\$ 12,000.00</u>
<u>Staff Training expenses</u>	<u>\$ 24,000.00</u>
<u>Marketing</u>	<u>\$ 10,000.00</u>
<u>Initial Build Out</u>	
	<u>\$ 187,500.00</u>
<u>Total Other Expenses</u>	

EXHIBIT C

CONTRACTOR PROPOSAL

<u>Administration</u>	<u>15%</u>	\$ 88,235.00
Total Admin Expenses		\$ 88,235.00
Total Operating Budget		\$ 676,468.00

EXHIBIT D

PAYMENT/INVOICES

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

SERVICES AGREEMENT

EXHIBIT F

FLORIDA STATE STATUTE 381.0038(4)(b)

Title XXIX
PUBLIC
HEALTH

Chapter 381
PUBLIC HEALTH: GENERAL
PROVISIONS

[View Entire Chapter](#)

381.0038 Education; sterile needle and syringe exchange programs.—

The Department of Health shall establish a program to educate the public about the threat of acquired immune deficiency syndrome.

- (1) The acquired immune deficiency syndrome education program shall:
 - (a) Be designed to reach all segments of Florida's population;
 - (b) Contain special components designed to reach non-English-speaking and other minority groups within the state;
 - (c) Impart knowledge to the public about methods of transmission of acquired immunodeficiency syndrome and methods of prevention;
 - (d) Educate the public about transmission risks in social, employment, and educational situations;
 - (e) Educate health care workers and health facility employees about methods of transmission and prevention in their unique workplace environments;
 - (f) Contain special components designed to reach persons who may frequently engage in behaviors placing them at a high risk for acquiring acquired immune deficiency syndrome;
 - (g) Provide information and consultation to state agencies to educate all state employees;
 - (h) Provide information and consultation to state and local agencies to educate law enforcement and correctional personnel and inmates;
 - (i) Provide information and consultation to local governments to educate local government employees;
 - (j) Make information available to private employers and encourage them to distribute this information to their employees;
 - (k) Contain special components which emphasize appropriate behavior and attitude change; and
 - (l) Contain components that include information about domestic violence and the risk factors associated with domestic violence and AIDS.
- (2) The education program designed by the Department of Health shall use all

SERVICES AGREEMENT

EXHIBIT F

FLORIDA STATE STATUTE 381.0038(4)(b)

forms of the media and shall place emphasis on the design of educational materials that can be used by businesses, schools, and health care providers in the regular course of their business.

(3) The department may contract with other persons in the design, development, and distribution of the components of the education program.

(4) A county commission may authorize a sterile needle and syringe exchange program to operate within its county boundaries. The program may operate at one or more fixed locations or through mobile health units. The program shall offer the free exchange of clean, unused needles and hypodermic syringes for used needles and hypodermic syringes as a means to prevent the transmission of HIV, AIDS, viral hepatitis, or other blood-borne diseases among intravenous drug users and their sexual partners and offspring. Prevention of disease transmission must be the goal of the program. For the purposes of this subsection, the term “exchange program” means a sterile needle and syringe exchange program established by a county commission under this subsection. A sterile needle and syringe exchange program may not operate unless it is authorized and approved by a county commission in accordance with this subsection.

(a) Before an exchange program may be established, a county commission must:

1. Authorize the program under the provisions of a county ordinance;
2. Enter into a letter of agreement with the department in which the county commission agrees that any exchange program authorized by the county commission will operate in accordance with this subsection;

3. Enlist the local county health department to provide ongoing advice, consultation, and recommendations for the operation of the program;

4. Contract with one of the following entities to operate the program:

- a. A hospital licensed under chapter 395.
- b. A health care clinic licensed under part X of chapter 400.
- c. A medical school in this state accredited by the Liaison Committee on Medical Education or the Commission on Osteopathic College Accreditation.

- d. A licensed addiction receiving facility as defined in s. 397.311(26)(a)1.

- e. A s. 501(c)(3) HIV/AIDS service organization.

(b) An exchange program must:

1. Develop an oversight and accountability system to ensure the program's compliance

SERVICES AGREEMENT

EXHIBIT F

FLORIDA STATE STATUTE 381.0038(4)(b)

with statutory and contractual requirements. The system must include measurable objectives for meeting the goal of the program and must track the progress in achieving those objectives. The system must require the program operator to routinely report its progress in achieving the objectives and the goal of the program. The system must also incorporate mechanisms to track the program operator's compliance or noncompliance with contractual obligations and to apply consequences for noncompliance. The program must receive the county commission's approval of the oversight and accountability system before commencing operations.

2. Provide for maximum security of sites where needles and syringes are exchanged and of any equipment used under the program, including, at a minimum, an accounting of the number of needles and syringes in use, the number of needles and syringes in storage, safe disposal of returned needles, and any other measure that may be required to control the use and dispersal of sterile needles and syringes.

3. Operate a one-to-one exchange, whereby a participant shall receive one sterile needle and syringe unit in exchange for each used one.

4. Make available educational materials regarding the transmission of HIV, viral hepatitis, and other blood-borne diseases. The program operator must offer such materials to program participants whenever needles or syringes are exchanged.

5. Provide onsite counseling or referrals for drug abuse prevention, education, and treatment, and provide onsite HIV and viral hepatitis screening or referrals for such screening. If such services are offered solely by referral, they must be made available to participants within 72 hours. The county commission in a rural county may, under its contract with the program operator, adjust the 72-hour requirement if the commission finds that the availability of providers warrants an extended timeframe.

6. Provide kits containing an emergency opioid antagonist, as defined in s. [381.887](#), or provide referrals to a program that can provide such kits.

7. Collect data for annual reporting purposes. The data must include the number of participants served; the number of used needles and syringes received and the number of clean, unused needles and syringes distributed through exchange with participants; the demographic profiles of the participants served; the number of participants entering drug counseling or treatment; the number of participants receiving testing for HIV, AIDS, viral hepatitis, or other blood-borne diseases; and other data that may be required under

SERVICES AGREEMENT

EXHIBIT F

FLORIDA STATE STATUTE 381.0038(4)(b)

department rule. However, a participant's personal identifying information may not be collected for any purpose. Each exchange program shall submit a report to its county commission and to the department by August 1 annually. The department shall submit a compilation report encompassing data from all exchange programs annually by October 1 to the Governor, the President of the Senate, and the Speaker of the House of Representatives. The department may adopt rules to implement this subparagraph.

(c) The possession, distribution, or exchange of needles or syringes as part of an exchange program established under this subsection is not a violation of any part of chapter 893 or any other law.

(d) An exchange program staff member, volunteer, or participant is not immune from criminal prosecution for:

1. The possession of needles or syringes that are not a part of the exchange program; or
2. The redistribution of needles or syringes in any form, if acting outside the exchange program.

(e) A law enforcement officer acting in good faith who arrests or charges a person who is thereafter determined to be immune from prosecution under this section shall be immune from civil liability that might otherwise be incurred or imposed by reason of the officer's actions.

(f) State, county, or municipal funds may not be used to operate an exchange program. Exchange programs shall be funded through grants and donations from private resources and funds.

SERVICES AGREEMENT
EXHIBIT G
PINELLAS COUNTY ORDINANCE NO. 21-02

AN ORDINANCE OF THE COUNTY OF PINELLAS RELATED TO PUBLIC HEALTH AND SAFETY; ESTABLISHING AUTHORITY FOR AN INFECTIOUS DISEASE ELIMINATION PROGRAM FOR PINELLAS COUNTY, TO BE CODIFIED AS ARTICLE XV OF CHAPTER 42 OF THE PINELLAS COUNTY CODE; PROVIDING A SHORT TITLE PROVIDING A PURPOSE; PROVIDING DEFINITIONS; PROVIDING AUTHORIZATION FOR A STERILE NEEDLE AND SYRINGE EXCHANGE PROGRAM (SYRINGE EXCHANGE) PURSUANT TO FLORIDA STATUTE 381.0038(4); PROVIDING FOR CONDITIONS PRECEDENT TO ESTABLISHING A SYRINGE EXCHANGE PROGRAM; PROVIDING FOR APPROVAL OF AN OPERATOR; PROVIDING FOR SECURITY OF SITES AND EQUIPMENT; PROVIDING FOR SYRINGE EXCHANGE PROGRAM OPERATION; PROVIDING FOR DATA AND REPORTING REQUIREMENTS FOR SYRINGE EXCHANGE PROGRAM; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PROHIBITION OF COUNTY, STATE, AND MUNICIPAL FUNDING SUPPORT FOR SYRINGE EXCHANGE; PROVIDING THAT THE DEFINED SYRINGE PROGRAM IS NOT IN CONFLICT WITH OTHER ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AREAS EMBRACED; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature has approved the Infectious Disease Elimination Act, as codified in Section 381.0038(4), Florida Statutes, authorizing the Board of County Commissioners of Pinellas County ("Board") to establish a sterile needle and syringe exchange program with a goal of eliminating infectious disease; and

WHEREAS, the U.S. Department of Health and Human Services, Office of the Surgeon General's 2018 Report, Facing Addiction in America: The Surgeon General's Spotlight on Opioids, references syringe exchanges as programs that are effective in reducing infectious disease transmission without increasing rates of community drug use; and

WHEREAS, the National HIV/AIDS Strategy for the United States: Updated in 2020 lists increased access to new, sterile syringes as a key strategy to reduce new Human Immunodeficiency Virus (HIV) infections from injection drug use; and

WHEREAS, the President's Emergency Plan for AIDS Relief (PEPFAR) Blueprint endorses syringe exchanges as effective policy to reduce transmission of infectious disease; and

WHEREAS, the Board finds that participation in counseling services further the goals of reducing substance abuse and the transmission of infectious disease from injection drug use; and

WHEREAS, the Centers for Disease Control's (CDC) Syringe Services Program Fact Sheet, June 2019, estimates up to 50% reduction in HIV and Hepatitis C Virus (Hepatitis C) incidence associated with syringe services programs; and

WHEREAS, the United States Department of Health and Human Services (HHS), estimates that 3 million people in the United States are living with chronic Hepatitis C. Additionally, the CDC estimates that acute Hepatitis C cases almost quadrupled in the United States between 2010 to 2017 linked to the ongoing opioid epidemic; and

WHEREAS, the United States Department of Health and Human Services website references Hepatitis A Virus (Hepatitis A) outbreaks in 30 states with close to 30,000 infections since 2016 and intravenous drug use as one of the common risk factors; and

WHEREAS, the Florida Department of Health reports a 500% increase in Hepatitis A cases from 2018 to 2019. Florida had 3,956 cases from January 2018 through December 2019, with 58% of the cases associated to drug use as a risk factor, 71% of the cases hospitalized, and 58 individuals died; and

SERVICES AGREEMENT
EXHIBIT G
PINELLAS COUNTY ORDINANCE NO. 21-02

WHEREAS, the Florida Department of Health's 2019 HIV Data Profile shows that 74,106 individuals in Florida received medical care for HIV in 2015. In Pinellas, prevalence for HIV was 491.9 per 100,000 residents in 2015; and

WHEREAS, Pinellas County is listed as one of the 48 priority counties in the HHS Initiative, Ending the HIV Epidemic: A Plan for America, February 2019; due to levels of new HIV diagnoses. The CDC analysis found that more than 50 percent of new HIV diagnoses in 2016 and 2017 occurred in only 48 counties, Washington D.C. and San Juan Puerto Rico; and

WHEREAS, this ordinance will provide minimum standards and limitations for the operation of a syringe exchange within Pinellas County.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS of Pinellas County, Florida that:

SECTION 1. There is hereby created a new Article XV of Chapter 42 of the Pinellas County Code (the Code), entitled Pinellas County Infectious Disease Elimination Program”.

SECTION 2. Article XV of Chapter 42 of the Code is hereby created to read as follows:

Sec. 42-460. Short Title.

Infectious Disease Elimination Program.

Sec. 42-461. Intent and Purpose.

The purpose of this article is to authorize a sterile needle and syringe exchange program to operate within the boundaries of Pinellas County. The program must offer free exchange of clean, unused needles and hypodermic syringes for used needles and hypodermic syringes as a means to prevent the transmission of the human immunodeficiency virus (HIV), acquired immunodeficiency Syndrome (AIDS), viral hepatitis, or other blood-borne diseases among intravenous drug users and their sexual partners or offspring.

Sec. 42-462. Authority.

This Article enacted as provided for by the Florida Legislature in Section 381.0038(4), Florida Statutes, authorizing the Board of County Commissioners of Pinellas County to establish a sterile needle and syringe exchange program with a goal of eliminating infectious disease.

Sec. 42-463. Definitions.

For the purposes of this Article, the following definitions apply:

- (a) Department means Pinellas County Human Services or any successor department.
- (b) Syringe Exchange Program means a sterile needle and syringe exchange program authorized by the Board and operated pursuant to the requirements established in Section 381.0038(4), Florida Statutes, and in accordance with the terms and conditions of the Operator's contract with the Board.
- (c) Operator means the contracted provider of the Syringe Exchange Program responsible for operating the program.
- (d) HIV means human immunodeficiency virus.
- (e) AIDS means acquired immunodeficiency syndrome.
- (f) Viral Hepatitis means an infection that may inflame or damage the liver caused by one or more types of hepatitis viruses (ie: most commonly hepatitis A, hepatitis B, or hepatitis C).
- (g) Board means the Board of County Commissioners for Pinellas County.

SERVICES AGREEMENT
EXHIBIT G
PINELLAS COUNTY ORDINANCE NO. 21-02

Sec. 42-464. Authorization for a Syringe Exchange Program:

- (a) Pursuant to the requirements of the Infectious Disease Elimination Act, established in Section 381.0038(4), Florida Statutes, a Syringe Exchange Program is authorized to operate within the geographic boundaries of Pinellas County, provided the Operator is under contract with the Board.
- (b) The Syringe Exchange Program must offer the free exchange of clean, unused needles and hypodermic syringes for used needles and hypodermic syringes, with the primary goal of preventing the transmission of HIV, AIDS, viral hepatitis, and/or other blood-borne diseases among intravenous drug users and their sexual partners and offspring, and with the secondary goal of providing a bridge to drug treatment, recovery support and other social services for intravenous drug users.
- (c) The Syringe Exchange Program must only operate at one or more fixed locations within Pinellas County.
- (d) It is unlawful to operate a Syringe Exchange Program unless the Operator is under contract with the Board pursuant to the requirements of Section 381.0038(4), Florida Statutes.

Sec. 42-465. Conditions Precedent to Establishing the Syringe Exchange Program:

The following requirements must be completed by the Board prior to the start of the Syringe Exchange Program:

- (a) Establish a letter of agreement with the Florida Department of Health in which the Board agrees that the Syringe Exchange Program will operate in accordance with the requirements of Section 381.0038(4), Florida Statutes;
- (b) Enlist the Florida Department of Health in Pinellas County to provide ongoing advice, consultation, and recommendations for the operation of the Syringe Exchange Program; and
- (c) Execute the required Syringe Exchange Program Operator Contract pursuant to Section 42- 466 herein.

Sec. 42-466. Approval of Operator:

- (a) The Syringe Exchange Program Operator must be one of the following entities:
 - i. A hospital licensed under chapter 395;
 - ii. A health care clinic licensed under part X of chapter 400;
 - iii. A medical school in this state accredited by the Liaison Committee on Medical Education or the Commission on Osteopathic College Accreditation;
 - iv. A licensed addiction receiving facility as defined in Section 397.311(26)(a)1, Florida Statutes; or
 - v. A 501(c)3 HIV/AIDS service organization.
- (b) The Operator must contract with the Board in order to provide the services authorized by this ordinance and the contract. The Operator's contract must include provisions establishing each of the following:
 - i. An oversight and accountability system to ensure compliance with the requirements of the Infectious Disease Elimination Act and the contractual obligations and requirements of the Operator's contract with the Board;
 - ii. The oversight and accountability system must include measurable objectives for achieving the goals and objectives of the Syringe Exchange Program;
 - iii. Monthly tracking of the Syringe Exchange Program goals and objectives and the progress in achieving those goals and objectives;
 - iv. Specific consequences and remedies for noncompliance with the oversight and accountability system; and
 - v. Requirements to comply with all State statutes and Florida Administrative Code regulations, whether now existing or hereafter promulgated, concerning the Infectious Disease Elimination Act, and to comply with all local laws and regulations

SERVICES AGREEMENT
EXHIBIT G
PINELLAS COUNTY ORDINANCE NO. 21-02

concerning zoning, licensing, fire safety, and any other local requirements pertaining to operation of the Syringe Exchange Program, whether now existing or hereafter promulgated.

Sec. 42-467. Security of Sites and Equipment:

The Operator must provide for maximum security of sites where needles and syringes are exchanged and of any equipment used under the Syringe Exchange Program and must establish written security procedures. The security procedures must be included in the Operator's training and on-boarding process for all contractors, employees, and volunteers assisting in the Syringe Exchange Program. Maximum security procedures must include, at a minimum:

- (a) An accounting of the number of needles and syringes in use;
- (b) The number of needles and syringes in storage;
- (c) Safe disposal of returned needles; and
- (d) Any other measure that may be required to control the use and dispersal of sterile needles and syringes.

Sec. 42-468. Syringe Exchange Program Operations:

- (a) The Syringe Exchange Program authorized under this Ordinance must operate on a one-to-one exchange basis, whereby a Syringe Exchange Program participant will receive one sterile needle and syringe unit in exchange for each used one.
- (b) Whenever needles or syringes are exchanged, the Syringe Exchange Program must offer educational materials regarding the transmission of HIV, viral hepatitis, and other blood-borne diseases.
- (c) The Operator must provide, and the recipient must attend, onsite counseling, and referrals for drug abuse prevention, education, treatment, and recovery support services and provide onsite HIV and viral hepatitis screening or referrals for such screening. Referral services must be made available to participants within 72 hours of referral.
- (d) The Operator must provide kits containing an emergency opioid antagonist, as defined in Section 381.887, Florida Statutes, or provide referrals to a program that can provide such kits. Kits may not include spoons or spoon-like tools, or material for filtration, such as cotton balls, string, bands, or material of a size that allows for use as a tourniquet, lighters, or pipes.
- (e) The Operator must support and facilitate, to the maximum extent practicable, linkage to health care and mental health services, housing assistance, career employment-related and education counseling for participants.

Sec. 42-469. Data and Reporting Requirements for Syringe Program:

- (a) The Syringe Exchange Program must prepare an annual report to the Board and to the Florida Department of Health which must be submitted no later than August 1st annually.
- (b) The Syringe Exchange Program must collect and monitor, at a minimum, the following data elements to be included in the annual report:
 - i. The number of participants served;
 - ii. The number of used needles and syringes received, and the number of clean, unused needles and syringes distributed through exchange with participants;
 - iii. The number of participants entering drug counseling and treatment, recovery support, and other social services;
 - iv. The number of participants receiving testing for HIV, AIDS, viral hepatitis, or other blood-borne diseases;
 - v. Any other data collection methods and outcomes measurements that may be required under Florida Department of Health rule or Board contract requirement; and
 - vi. The demographic profiles of the participants served; and
 - vii. Program operation details, staffing, funding sources, and operational costs; and

SERVICES AGREEMENT
EXHIBIT G
PINELLAS COUNTY ORDINANCE NO. 21-02

- viii. Additional programmatic or community planning information as required by the County.
- (c) The Syringe Exchange Program is prohibited from collecting personal identifying information of a Syringe Exchange Program participant for any purpose.

Sec. 42-470. Lawful Participation in Syringe Exchange Program:

The possession, distribution, or exchange of needles or syringes as part of the Syringe Exchange Program established by the Board pursuant to Section 381.0038(4), Florida Statutes, is not a violation of any part of Chapter 893, Florida Statutes, or any other law.

Sec. 42-471 Unlawful Acts By Participants in Syringe Exchange Program

Syringe Exchange Program staff members, volunteers, or participants are not immune from criminal prosecution for:

- (a) The possession of needles or syringes that are not a part of the Syringe Exchange Program; or
- (b) The redistribution of needles or syringes in any form, if acting outside the Syringe Exchange Program.

Sec. 42-472. Enforcement:

- (a) Any violation of this article may be enforced as provided by code through Pinellas County Consumer Protection and any county code enforcement officers or officials as designated.
- (b) The Sheriff and other local law enforcement agencies are authorized to enforce this article.
- (c) Any person violating the terms of this article will be punished as prescribed in Section 1-8 of Pinellas County Code.
- (d) A law enforcement officer acting in good faith who arrests or charges a person who is thereafter determined to be immune from prosecution under this section shall be immune from civil liability that might otherwise be incurred or imposed by reason of the officer's actions.

Sec. 42-47. County, State, and Municipal Funding Prohibited

County, state, and municipal funds cannot be used to operate a Syringe Exchange Program. The Operator will be required to fund Syringe Exchange Program operations through grants and donations from private resources and funds.

SECTION 3. Repeal of Laws in Conflict:

All local laws and ordinances in conflict with any provision of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4. Severability:

If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by a Court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding will not affect the remainder of this Ordinance.

SECTION 5. Areas Embraced:

This article shall be in effect in the incorporated and unincorporated areas of Pinellas County.

SECTION 6. Codification:

The provisions of this Ordinance shall be included and incorporated in the Pinellas County Code, as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Pinellas County Code.

SERVICES AGREEMENT
EXHIBIT G
PINELLAS COUNTY ORDINANCE NO. 21-02

SECTION 7. Filing of Ordinance; Effective Date:

Pursuant to Section 125.66, Florida Statutes (2019), a certified copy of this Ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners and shall become effective upon filing with the Department of State.