

AGREEMENT**SERVICES AGREEMENT**

THIS SERVICES AGREEMENT is made as of **August 2, 2022** (effective date). By and between Pinellas County, a political subdivision of the State of Florida ("County"), and Gulf Coast Jewish Family and Community Services, Inc., Clearwater, FL ("Contractor"), (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 22-0163-P(LN) ("RFP") for First Responders – Comprehensive Addiction and Recovery Act – Quick Response Team (FR-CARA) 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 and Attachments, 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, including, but not limited to data or information referenced in HIPAA Business Associate Agreement, Data Sharing Agreement, and Multi-party Release, 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 the Statement of Work Exhibit 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. Execution of Agreement

The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's

AGREEMENT

quotation, estimate, scope of work, or any other such related documents, acknowledgment in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

3. 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 14, within 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.

4. 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 Director of the Human Services Department.
- 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** - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. 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 goods and/or 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.

5. Term of Agreement

- A. **Initial Term** - The term of this Agreement shall commence on the Effective Date, and shall remain in full force through September 29, 2025; or until termination of the Agreement, whichever occurs first. Following the commencement of this Agreement, reimbursement for service and costs rendered by the Contractor on or after May 15, 2022, may be invoiced.
- B. **Term Extension** - The Parties may extend the term of this Agreement for one (1) additional twelve (12) 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.

6. 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 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is

AGREEMENT

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 below, unless the Parties agree to increase this sum by written amendment as authorized in the Amendment Section of this Agreement.

- B. **Spending Cap and Payment Structure** - The County agrees to pay the Contractor the total not to exceed amount of \$1,421,996.00, with an annual not-to-exceed sum of \$355,499.00 per year for Services completed and accepted herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit E, payable upon monthly submittal of an invoice as required herein.
- 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 and Invoicing** - 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 to the designated person as set out in the Notices Section herein.
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.

7. 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 Subcontractor 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 for 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.

AGREEMENT

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 the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

8. 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 Confidential Information Section of this Agreement;
 - iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 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 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 Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, 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 Confidential Information Section of this Agreement; 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

1. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving 30 days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

9. 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 the Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

AGREEMENT**10. 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.
- D. **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.**

11. Audit

Contractor shall retain all records relating to this Agreement for a period of at least 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.

12. 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.

AGREEMENT

13. 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 the Liability and Insurance – Indemnification Section of this Agreement, "Indemnification."

14. 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 stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

15. Liability and Insurance

- A. **Insurance** - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, 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.

AGREEMENT

- 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.

16. 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.

17. Orders

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

18. Name Changes

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

19. Acceptance of Services

For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Director of Human Services or designee, will have 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 Gulf Coast Jewish Family and Community Services, 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 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 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.

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

21. Survival

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

AGREEMENT

22. 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 (3) 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:

Attn: Ms. Abigail Stanton
Human Services Department
Contracts Division
440 Court Street, 2nd Floor
Clearwater, FL 33756

with a copy to:

Attn: Merry Celeste,
Purchasing and Risk Management Division Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

For Contractor:

Attn: Ms. Terri Balliet, Chief Operating Officer
Gulf Coast Jewish Family and Community Services, Inc.
DBA Gulf Cost JFCS
14041 Icot Blvd
Clearwater, FL 33760

23. 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.

AGREEMENT

- 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 Contractor 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.

24. 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.

25. Amendment

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

26. 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.

27. Applicable Law and Venue

This Agreement and any and all purchases made hereunder 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.

28. 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.

29. 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.

AGREEMENT

30. 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.

31. Force Majeure

“Force Majeure Event” means any act or event that (i) prevents a Party (the “Nonperforming Party”) from performing its obligations or satisfying a condition to the other Party’s (the “Performing Party”) obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the Performing Party’s performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party’s obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

32. Entirety

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

(Signature Page Follows)

RFP # 22-0163-P(LN)

RFP Title – First Responders – Comprehensive Addiction and Recovery Act –
Quick Response Team (FR – CARA) Services.

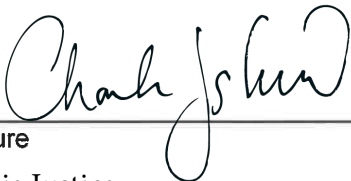
Page 11 of 89

AGREEMENT

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

PINELLAS COUNTY, a political subdivision of the State of Florida PINELLAS COUNTY acting by and through the

Board of County Commissioners

By: 
Signature
Charlie Justice
Print Name
Chairman
Title
8/2/2022
Date

GULF COAST JEWISH FAMILY AND COMMUNITY SERVICES, INC.

By: DocuSigned by:
Sandra Braham
2143A7A40FF045F...
Signature
Sandra Braham
Print Name
President & CEO
Title
6/21/2022
Date

ATTEST: KEN BURKE, CLERK

By: 



APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

AGREEMENT

EXHIBIT A - STATEMENT OF WORK

Statement of Work

Program Description

Contractor:	Gulf Coast Jewish Family and Community Services, Inc. (AGENCY)
Program Name:	First Responders Comprehensive Addiction and Recovery Act (FR-CARA) – Quick Response Team (QRT) - 22-0163-P(LN)
Priority Area:	Behavioral Health and Substance Use
Program Period:	Date of Agreement execution through September 29, 2022.
Compensation:	\$355,499.00 per program year (September 30 – September 29)
Target Population:	Individuals in Pinellas County revived through naloxone, who consent to outreach services.
Type of Intervention:	AGENCY will form a Quick Response Team to provide outreach and engagement of individuals referred to the program who were recently treated with naloxone or who are at risk of overdose. Outreach and engagement services will also be extended to the social supports – family and friends of those individuals referred to the QRT. Processes and protocols will be developed in conjunction with the Pinellas County Human Services Department (COUNTY) and Pinellas County Safety and Emergency Services (SES) which has committed to serve as liaison with local law enforcement/fire departments across Pinellas County.

A. PROGRAM STAFFING AND SERVICES**I. Program Staff****a. **AGENCY** shall onboard staff as follows for the QRT:**

- i. 1 FTE Program Manager to supervise and be responsible for day-to-day operations including programmatic coordination, facilitating training schedules, and leading planning & implementation meetings
 1. Duties shall include but are not limited to providing outreach to first responder organizations and community partners to coordinate naloxone needs, training opportunities, and educate community organizations. This position will work with the **COUNTY** Project Director to lead planning meetings and ensure timely implementation of program process and staff onboarding
 2. Required qualifications include: Six (6) years of responsible experience in health care administration; or a Bachelor's degree in business, public administration, health care administration, or related field and two (2) years of experience as described above; or an equivalent combination of education, training, and/or experience
- ii. 4 FTE Case Managers/Peer Specialists to serve on the QRT, including two (2) FTEs with

AGREEMENT

lived experience, to conduct outreach and motivational interviewing, establish meaningful connections through advocacy and by instilling hope for consenting overdose patients referred to the team, and assist with making “warm handoff” connections which may include attending appointments with the individual. Outreach will include engaging client at the time and location of the client’s preference.

1. Qualifications requested: At least 50% of the staff will have live experience with addiction recovery of at least 3 years. Familiarity with the culture(s) and language(s) of the population of focus.

II. Program Services & Procedures

AGENCY Shall:

- a. Implement the FR-CARA QRT including development of program Policies and Procedures in conjunction with Pinellas County Human Services and Pinellas County Safety and Emergency Services (SES) to govern QRT processes and coordinate with first responders throughout Pinellas County. Any QRT Policies and Procedures developed will be reviewed and approved by the **COUNTY**.
- b. Accept referrals to provide response and outreach to individuals within 72 hours.
- c. Engage clients, in person and in the community (‘where they are’), as appropriate to ensure staff safety. Upon successful contact the QRT staff shall provide:
 - i. Risk assessment and safety planning for individual and follow-up as required by the support plan.
 1. At initial contact and as part of safety planning, QRT staff will provide client with a naloxone kit and educational materials on its use. Natural and informal supports will also be offered a naloxone kit and educational information on its use. At subsequent contacts, QRT staff will explore if kit has been used and/or lost and resupply kit if necessary.
 2. Subsequent contacts will be made by the assigned case manager or peer specialist at least weekly and as determined by the support plan. Each support plan is tailored to the individual and based upon their needs and circumstances. All QRT staff will document each client contact and contact attempts in AVATAR (client health record system), **AGENCY’s** client record data system.
 - ii. Connection to community-based stabilization, substance use, and recovery resources including but not limited to mental health counseling, prescription refills, public assistance, and personal and/or familial supports.
 - iii. Continual and consistent outreach efforts to hard-to-reach individuals to build rapport with QRT staff. Peer support will be leveraged to provide a level of acceptance, understanding, and practical guidance to outreach efforts.
 - iv. Referral tracking and follow-up. QRT staff will maintain contact with client and provider receiving the referral for on-going support and follow up with client upon completion of treatment or services. On-going follow up with providers are documented in the electronic client records database, AVATAR.

AGREEMENT

1. **AGENCY** will establish business associate agreements with law enforcement and other community providers, as appropriate and necessary to allow the sharing of client data to complete the feedback loop regarding client services and identify future follow up needs.
- d. Implement a naloxone leave behind program and community education materials.
 - i. The QRT Program Manager will develop educational materials for naloxone leave-behind program. Educational topics will include education on naloxone perceptions, instructions for use, ability to access, and legal concerns to referred clients and their supports.
 - ii. **AGENCY** will include in all QRT presentations in the community and with community partners information about the naloxone leave-behind program, the importance of providing access to naloxone for individuals at risk for overdose and how community partners can access naloxone leave behind kits.
- e. Coordinate with the existing quick response team.

B. MEETINGS REPORTING AND MONITORING

- I. Monthly Data Reporting. **AGENCY** shall submit detailed client level monthly reports to the **COUNTY** consistent with the Substance Abuse and Mental Health Services Administration (SAMHSA) Grant reporting requirements and as detailed in Attachment A of this SOW, attached hereto, and incorporated by reference herein. Reporting requirements may be modified as required and/or requested by SAMHSA and/or the contracted Evaluator for the FR-CARA Grant program.
 - a. Reports shall be submitted within 15 days of the end of each calendar month. If submitted reports includes inconsistent, incorrect, or erroneous information, the **AGENCY** shall, within 10 days of being notified, submit corrected reports to the **COUNTY** that meet the **COUNTY's** data quality standards. Reporting submission deadlines may be modified to meet **COUNTY** and/or SAMHSA reporting requests.
- III. Meetings. **AGENCY** shall participate and coordinate, when appropriate, regular collaborative meetings with **COUNTY**, SES, and other integral community partners.
- IV. Monitoring. **AGENCY** shall participate in annual desk and/or on-site fiscal and program monitoring of **COUNTY** and Grant requirements as detailed in the Agreement and consistent with SAMHSA Grant requirements included in Attachment 1 – Grant Requirements, attached hereto and incorporated by reference herein.
- V. Documentation.
 - a. **AGENCY** shall maintain and provide the following documents upon request by the **COUNTY** within three (3) business days of receiving the request, as applicable:
 - i. Articles of Incorporation
 - ii. **AGENCY** By-Laws
 - iii. Past twelve (12) months of financial statements and receipts
 - iv. Membership list of governing board
 - v. All legally required licenses
 - vi. Latest agency financial audit and management letter

AGREEMENT

- vii. Biographical data on the **AGENCY** chief executive and program director
- viii. Equal Employment Opportunity Program
- ix. Inventory system – (equipment records)
- x. IRS Status Certification/501 (c) (3)
- xi. Current job descriptions for staff positions and **AGENCY** Organizational Chart
- xii. Match documentation

C. TERMS AND INVOICING**I. Invoices**

- a. All requests for reimbursement payments must be submitted on a monthly basis and shall consist of an invoice for the monthly amount, signed by an authorized **AGENCY** representative, and accompanied by documentation including the cost of services provided, invoices, receipts, and/or copies of time slips or pay stubs which verify the services for which reimbursement is sought, as applicable and required by **COUNTY**. Invoices shall be sent electronically to the Contract Manager on a monthly basis within thirty (30) days of the end of the month. The **COUNTY** shall not reimburse the **AGENCY** for any expenditures in excess of the amount budgeted without prior approval or notification. Invoicing due dates may be shortened as necessary to meet fiscal year deadlines or grant requirements.
- b. As applicable, **AGENCY** shall track program income generated from services provided under this Agreement and provide a report on program income to the **COUNTY** with each invoice submission. **AGENCY** shall reinvest the program income into the program as approved by the **COUNTY** and/or deduct the program income from reimbursement requests. **AGENCY** shall provide **COUNTY** with program income policy as applicable.

II. HIPAA.

- a. **AGENCY** (Business Associate) agrees to execute a HIPAA Business Associate Agreement upon execution of this Agreement.
- b. **AGENCY** agrees to use and disclose Protected Health Information in compliance with the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164) under the Health Information Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and shall disclose any policies, rules or regulations enforcing these provisions upon request.

II. Multiparty Release of Information Form.

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

III. Emergency, Disaster, or Critical Event Response.

- a. Community partners are critical to effective community response in a disaster. The **AGENCY** must effectively prepare their organization for continuity of services as necessary prior, during, and post disaster and must be ready to respond to community needs as determined appropriate and

AGREEMENT

necessary by the **COUNTY** under this agreement. At a minimum, this may include:

- i. **AGENCY** will work with the **COUNTY**, through its Human Services and Emergency Management Departments, to prepare and respond in the event of an emergency, disaster, or critical event response.
- ii. **AGENCY** will work on its Continuity of Operations Plan and Disaster Response Plan in coordination with the **COUNTY**, as set forth above, including staffing plans where necessary and appropriate.
- iii. **COUNTY** agrees to continue funding this Agreement for a period of at least sixty (60) days after a disaster has been declared, provided the program agrees to address needs for disaster response and recovery efforts as directed by the **COUNTY**, unless otherwise indicated by a superseding authority such as state or federal government or licensing body. This period may be extended within the current contract period at the discretion of the Human Services Director.
- iv. **COUNTY** will seek to leverage the contracted skills and services of the **AGENCY**, as appropriate or applicable; however, other duties may be assigned as required by the **COUNTY** for response. This may include reassignment of **COUNTY** funded staff and resources under the agreement or other dedicated **AGENCY** assistance to aid with community response.
- v. Cooperative plans regarding preparedness and emergency event operations will be developed and maintained by the **COUNTY** and the **AGENCY** as necessary for response. These plans will be implemented using the County's established activation process for events. For man-made or sudden onset events the **COUNTY** and the **AGENCY** will discuss community impacts and decide how best to meet the community's response. Along with immediate response, the **AGENCY** agrees to participate in follow-up activities to help stabilize the community in a coordinated manner such as resource connection events, outreach, and adjustments to service delivery to meet needs.
- vi. If the **AGENCY** is unwilling to perform duties as described in this Section, payments may be withheld at the direction of the Director of Human Services until operations continue.
- vii. **AGENCY** will track and maintain detailed operational records when activated.

IV. Amendment/Modification.

- a. In addition to applicable federal, state and local statutes and regulations, this Agreement expresses the entire understanding of the parties concerning the matters covered herein. Unless specifically indicated herein, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved by the parties. Budget or operational modifications that do not result in an increase of funding, change the underlying public purpose of this Agreement or otherwise amend the terms of this Agreement shall be submitted in the format prescribed and provided by the **COUNTY** which is attached hereto and incorporated herein as Attachment 5.

RFP # 22-0163-P(LN)

**RFP Title – First Responders – Comprehensive Addiction and Recovery Act –
Quick Response Team (FR – CARA) Services.**

Page 17 of 89

AGREEMENT

AGREEMENT

*Attachment A to Statement of Work
Reporting Requirements*

FR-CARA: SPARS Reporting Requirements

Program Monitoring and Outcome Measures

Division of State Programs–Management and Reporting Tool (DSP-MRT)

The DSP-MRT tools below are submitted to Substance Abuse and Mental Health Services Administration (SAMHSA) Project Officers through SAMHSA's Performance Accountability and Reporting System (SPARS). *Note that the Disparity Impact Statement (DIS) and Progress Reports should also be submitted through eRA commons, <https://era.nih.gov/>.*

Type of SPARS Submission	Description	Cohort	Frequency of Submission	Due Date
Work Plans (Document Uploads)	Disparities Impact Statement (DIS)	All	Once, Year 1	November 30
	Evaluation Plan	All	Once, Year 1	August 15
Progress Reports	Biannual Progress Report <i>Data reported through the Disparities tab are due with both submissions; data reported through the Annual Outcomes tab are due October 31.</i>	2017	Biannually	April 30, October 31
	Annual Progress Report <i>Data reported through the Disparities tab and through the Annual Outcomes tab are due December 31.</i>	2018, 2019, and 2020	Annually	December 31
	Quarterly Progress Report <i>Q1 = GPRA data into SPARS no later than January 31, for the periods covering October 1 - December 31</i> <i>Q2 = GPRA data into SPARS no later than April 30 for the periods covering January 1 - March 31</i> <i>Q3 = GPRA data into SPARS no later than July 31 for the periods covering April 1 - June 30</i> <i>Q4 = GPRA data into SPARS no later than October 31 for the periods covering July 1 - September 30</i>	2021 and later	Quarterly	January 31 April 30 July 31 October 31

- **SPARS Website:** <https://spars.samhsa.gov/>
- **SPARS Help Desk:** 1-800-685-7623, SPARSHelpDesk@mathematica-mpr.com
- **Data Collection Tools:** <https://spars.samhsa.gov/content/data-collection-toolresources>
- **Recorded SPARS Webinars:** <https://spars-lc.samhsa.gov/enrol/index.php?id=158>
(username/password required)

Note to FR-CARA 2021 Grantees: Upload the approved October 31 SPARS report into eRA Commons system by December 31.

AGREEMENT***Attachment A to Statement of Work
Reporting Requirements*****Reference Guide: Where to Refer Questions**

See above for contact information for the SPARS Help Desk.

If the question is about...	...please contact	
	Project Officer	SPARS Help Desk
Ability to meet program requirements	X	
Increasing grantee capacity— <i>needs assessment; preparing and mobilizing prevention workforce; strategic planning; selecting and implementing evidence-based strategies; Strategic Prevention Framework (SPF) steps, including sustainability and cultural competency</i>	X	
Work Plan and Progress Report content and approval	X	
SPARS access issues— <i>account access, passwords, system issues</i>		X
Data entry and submission into SPARS—Work Plans and Progress Reports		X
SPARS training and webinars		X
SPARS resource library— <i>provides all instruments, training materials, and guidance manuals</i>		X

AGREEMENT

***Attachment A to Statement of Work
Reporting Requirements***

Column Ref	Column Name	Definition
A	to be established in planning	Incident number from Referral Alert
B	to be established in planning	Date Referred to Recovery Support Services(Referral from LE)
C	to be established in planning	Date at which client is first contacted
D	to be established in planning	Reason why client couldn't be reached (Phone Disconnected, No phone number, wrong phone number)
E	to be established in planning	Type of initial contact
F	to be established in planning	Clients who have expressed an informal interest in recovery
G	to be established in planning	Date whereas the QRT has provided at least one service(first 313 note)
H	to be established in planning	Date whereas client was referred to treatment services
I	to be established in planning	Date whereas client was assessed for treatment services
J	to be established in planning	Date whereas client was admitted into a treatment service
K	to be established in planning	Type of initial treatment service provided
L	to be established in planning	Client who is engaged by the QRT service and has a prior Tx Hx
M	to be established in planning	Date of last actual(verbal/physical) contact before program removal
N	to be established in planning	Date of discharge from Recovery Support Services
O	to be established in planning	Date of discharge from SUD Treatment Services
P	to be established in planning	Number of friends/family that were referred to RSS
Q	to be established in planning	Actual contacts only via text, phone, in-person, etc
R	to be established in planning	Reason why client has been discharged

Additional data may be requested as necessary to meet SAMHSA program goals.

AGREEMENT**EXHIBIT B - INSURANCE REQUIREMENTS****1. LIMITATIONS ON LIABILITY**

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

2. INDEMNIFICATION

Vendor 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.

3. INSURANCE:

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Vendor shall obtain and maintain, and require any sub-Vendors 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, Vendor 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. Submittals should include the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor 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.

Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

AGREEMENT

- B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- C. 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 Vendor or their agent prior to the expiration date.
- 1) The Vendor shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
 - 2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- D. If subcontracting is allowed under this RFP, the Primary Vendor 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.

All subcontracts between the Vendor 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 the Vendor to the same extent the Vendor 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 the Vendor 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 a 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. The Vendor 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.

AGREEMENT

E. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

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

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

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

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

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

AGREEMENT

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

Limit

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

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

Limits

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

- 5) **Professional Liability (Technology Errors and Omissions) Insurance:** with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$1,000,000
General Aggregate	\$1,000,000

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.

- 6) **Property Insurance:** Proposer will be responsible for all damage to its own property, equipment and/or materials.


RFP # 22-0163-P(LN)

RFP Title – First Responders – Comprehensive Addiction and Recovery Act –
Quick Response Team (FR – CARA) Services.

Page 25 of 89

AGREEMENT

EXHIBIT C - PAYMENT SCHEDULE

FY21-22 Annual Budget Report Human Services and Justice Coordination			 Pinellas County HUMAN SERVICES
Agency Name:	Gulf Coast Jewish Family & Community Services, Inc	Total Agency Budget:	\$41,445,576
Contact Person and Title:	Remond Nour, Grant Accountant	Total Program Budget:	\$355,499.00
Agency Remit Address:	14041 Icot Blvd. Clearwater, FL 33760	Phone:	(727) 479-1800
Program Name:	Quick Response Team Program		

CATEGORY	TOTAL ALLOCATION	Approx. FTE Quantity	
PERSONNEL EXPENSES			
1 Program Manager	\$ 45,833.33	1	INSTRUCTIONS: For personnel expenses, please select employee position from the drop down menu for staff that are funded in part or whole by County Dollars. Then, enter the total allocation to each staff type, including fringe. Lastly, select the full-time equivalent (FTE) for each position type. If you intend to invoice benefits/fringe as a separate, then please list them separately here.
2 Case Manager	\$ 63,333.33	2	
3 Peer Specialists	\$ 53,333.34	2	
4 Quality Improvement	\$ 375.00	.01	
5 Fringe Benefits	\$ 40,719.00		
6	\$		
7	\$		
8	\$		
9	\$		
Personnel Expenses TOTAL:	\$ 203,594.00	5.01	
OPERATIONAL EXPENSES			
10 Recruiting Costs	\$ 4,000.00		INSTRUCTIONS: Operational expenses include any expenses other than employee/staff salaries and fringe. Administrative costs should be allocated among the categories provided. If any agency cost does not fit into the categories provided, please select "Other" and explain the costs in the Budget Narrative. Descriptions and examples of each category are provided in the Budget Narrative.
11 Payroll Processing Fee	\$ 1,250.00		
12 Travel	\$ 8,900.00		
13 Office Supplies	\$ 600.00		
14 Educational Outreach	\$ 3,600.00		
15 Naloxone Kits	\$ 75,000.00		
16 Cell Phones & Service	\$ 2,550.00		
17 Computers	\$ 7,500.00		
18 Marketing	\$ 492.00		
19 Professional Liability Insurance	\$ 652.00		
20 Other Costs	\$ 47,361.00		
21	\$		
22	\$		
Operational Expenses TOTAL:	\$ 151,905.00		
PROGRAM TOTAL:	\$ 355,499.00		

HUMAN SERVICES OFFICE USE ONLY (Revised 9-10-18):	
Legistar ID#:	DATE:
Funding Source:	CONTRACT APPROVAL:

AGREEMENT



FY 19-20 Operational Narrative				
Category		Line Item	Amount	Narrative
Example				
11	Operational Expense	Professional Fees/Licenses	\$4,000	\$2000 contracted accountant for monthly accounting through OneSource, Inc., which includes accounts receivable, payable, and account balancing. \$1500 for Payroll Processing through Paychex and \$500 for National Accreditation Membership.
1	Personnel Expense			* Note- if you submit fringe as a separate line item on your invoices, please list as a separate line item on this report.
2	Personnel Expense	Program Mgr.	48,333.33	Program Manager, 1 FTE for 10 months, year 1 @ \$55,000.00 annual salary
3	Personnel Expense	Case Mgrs.	63,333.33	Case Managers, 2 FTE for 10 months, year 1 @ \$38,000.00 annual salary
4	Personnel Expense	Peer Specialists	53,333.34	Peer Specialists, 2 FTE for 10 months, year 1, @ \$32,000.00 annual salary
5	Personnel Expense	QI Specialist	375.00	1% of FTE, Quality Improvement Specialist of \$37,500 annual salary
6	Personnel Expense	Fringe Benefits	40,719.00	Fringe benefits 25% of salaries
7	Personnel Expense			
8	Personnel Expense			
9	Personnel Expense			
10	Operational Expense	Recruiting Costs	4,000.00	Advertising costs, background checks, hiring and retention incentives
11	Operational Expense	Payroll Processing	1,250.00	Payroll processing fee \$25 x 5 staff x 10 months
12	Operational Expense	Travel	8,900.00	Mileages - 400 miles x 5 staff x \$0.445 per mile x 10 months
13	Operational Expense	Office Supplies	600.00	Office Supplies \$50 per month for 12 months
14	Operational Expense	Educational Outreach	3,600.00	Printed materials
15	Operational Expense	Naloxone Kits	75,000.00	1,000 kits per year @ \$75.00 per kit
16	Operational Expense	Cell Phones	2,550.00	5 staff cell phones and services for 10 months @ \$51.00 per month
17	Operational Expense	Computers	7,500.00	5 laptops & bags @ \$1,500 each
18	Operational Expense	Marketing	492.00	Staff Shirts and business cards
19	Operational Expense	Prof. Liability Insurance	652.00	Professional liability insurance @ 4% of salaries
20	Operational Expense	Other	47,361.00	Agency administrative costs allocated at 15.37 of direct expenses.
21	Operational Expense			
22	Operational Expense			043

AGREEMENT**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).

AGREEMENT**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 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 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 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 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.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue 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.

*Attachment 1***CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS****BID OR PROPOSAL NUMBER:****BID OR PROPOSAL TITLE:**

This solicitation is either fully or partially grant-funded. In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all contracts awarded to the qualified bidder are subject to the following provisions, as applicable to the services provided.

Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

If this contract meets the definition of a “federally assisted construction contract”, during the performance of this contract, the Contractor agrees as follows:

- (1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant with another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not

otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and with the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Davis-Bacon Act as amended (40 U.S.C. 3141-3148): When required by federal program legislation, for all prime construction contracts awarded in excess of \$2,000, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. If the applicable grant award contains Davis-Bacon provisions, the County will place a copy of

the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination [Appendix II to 2 CFR Part 200].

Copeland Anti Kick Back Act: If Davis-Bacon is applicable, CONTRACTOR shall also comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled [Appendix II to 2 CFR Part 200].

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence [Appendix II to 2 CFR Part 200].

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency [Appendix II to 2 CFR Part 200].

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): As amended—The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) [Appendix II to 2 CFR Part 200].

Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and

Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, the CONTRACTOR must verify that none of their subcontractors (for contracts expected to equal or exceed \$25,000), appear on the federal government’s Excluded Parties List. The Excluded Parties List is accessible at <https://uscontractorregistration.com/> [Appendix II to 2 CFR Part 200].

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): CONTRACTORs that apply or bid for an award **exceeding \$100,000** must submit a completed “Disclosure of Lobbying Activities” [Form SF-LLL]. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with *non-federal funds* that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. [Appendix II to 2 CFR Part 200]. **The bidder shall complete Form SF-LLL and submit with bid. Bidders may be deemed non-responsive for failure to submit this certification.**

Conflict of Interest [2 CFR §200.112]: The CONTRACTOR must disclose in writing any potential conflict of interest to the Federal awarding agency or COUNTY in accordance with applicable Federal awarding agency policy.

Mandatory Disclosures [2 CFR §200.113]: The CONTRACTOR must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment.

Protected Personally Identifiable Information (Protected PII) [CFR §200.303(e)]: The CONTRACTOR must take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or COUNTY designates as sensitive or the County considers sensitive consistent with other applicable federal, state, and local laws regarding privacy and obligations of confidentiality. Per CFR § 200.82, Protected PII means an individual's first name or first initial and last name in combination with any one or more types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, and/or educational transcripts. This does not include PII that is required by law to be disclosed.

Prohibition on utilization of time and material type contracts [2 CFR §200.318 (j) (1)]: The COUNTY will not award contracts based on a time and material basis if the contract contains federal funding.

Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms [2 CFR § 200.321]: If using subcontractors, the CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(5) Affirmative Action Requirements per 41 CFR60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of \$10,000): Goals and timetables for minority and female utilization may be set which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities

Procurement of Recovered Materials [2 CFR §200.322]: CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Prohibition on utilization of cost plus a percentage of cost contracts [2 CFR §200.323 (d)]: The COUNTY will not award contracts containing federal funding on a cost plus percentage of cost basis.

Retention of Records [2 CFR 200.333]: Financial records, supporting documents, statistical records, and all other records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or invoice.

Access to Records [2 CFR 200 § 200.336]: The County, Pass-through agency or Federal awarding agency must have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the Contractor in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the recipient purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

Attachment 1

Page 35 of 89

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB

4040-0013

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input checked="" type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
--	--	--

4. Name and Address of Reporting Entity:
☐ Prime ☒ SubAwardee Tier if known: ☐

* Name
 * Street 1 Street 2
 * City State Zip
 Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:
 * Name
 * Street 1 Street 2
 * City State Zip
 Congressional District, if known:

6. * Federal Department/Agency: <input style="width: 95%;" type="text"/>	7. * Federal Program Name/Description: <input style="width: 95%;" type="text"/> CFDA Number, if applicable: <input style="width: 40%;" type="text"/>
8. Federal Action Number, if known: <input style="width: 95%;" type="text"/>	9. Award Amount, if known: \$ <input style="width: 40%;" type="text"/>

10. a. Name and Address of Lobbying Registrant:
 Prefix * First Name Middle Name
 * Last Name Suffix
 * Street 1 Street 2
 * City State Zip

b. Individual Performing Services (including address if different from No. 10a)
 Prefix * First Name Middle Name
 * Last Name Suffix
 * Street 1 Street 2
 * City State Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*** Signature:**
*** Name:** Prefix * First Name Middle Name
 * Last Name Suffix
Title: **Telephone No.:** **Date:**

Federal Use Only:

Authorized for Local Reproduction
 Standard Form - LLL (Rev. 7-97)

FR-CARA Approved Grant Application

Attachment 1**SF 424****Page 37 of 89****Table of Contents**

Table of Contents.....	1
SF 424 Application for Federal Assistance.....	2
Congressional_Districts.....	5
SF-424a Budget Information - Non-Construction Programs.....	6
SF-424b Assurances - Non-Construction Programs.....	8
HHS Project Abstract Summary.....	10
Performance Sites.....	12
Project Narrative Attachments.....	13
Project_Narrative_FINAL_2021.....	13
Budget Narrative Attachments.....	23
Budget_Narrative.....	23
Other Narrative Attachments.....	32
Biographical_Sketches_and_Position_Descriptions.....	32
Charitable_Choice_Assurance_Form_SMA_170_SIGNED.....	39
Attachment_5_-_Appendix_C_-_Statement_of_Assurance.....	40
HHS_690-Assurance_of_Compliance_-_SIGNED_BB_2019.....	41

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="radio"/> Preapplication <input checked="" type="radio"/> Application <input type="radio"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="radio"/> New <input type="radio"/> Continuation <input type="radio"/> Revision	* If Revision, select appropriate letter(s): <div style="border: 1px solid black; height: 15px; width: 100%;"></div> * Other (Specify) <div style="border: 1px solid black; height: 15px; width: 100%;"></div>
* 3. Date Received: <div style="border: 1px solid black; padding: 2px;">05/17/2021</div>	4. Applicant Identifier: <div style="border: 1px solid black; padding: 2px;">KYATCHUM</div>	
5a. Federal Entity Identifier: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>	5b. Federal Award Identifier: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>	
State Use Only:		
6. Date Received by State: <div style="border: 1px solid black; width: 50px; height: 15px;"></div>	7. State Application Identifier: <div style="border: 1px solid black; width: 200px; height: 15px;"></div>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <div style="border: 1px solid black; padding: 2px;">Pinellas County dba Board of County Commissioners</div>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <div style="border: 1px solid black; padding: 2px;">59-6000800</div>	* c. Organizational DUNS: <div style="border: 1px solid black; padding: 2px;">0552002160000</div>	
d. Address:		
* Street1: <div style="border: 1px solid black; padding: 2px;">c/o Office of Management and Budget</div> Street2: <div style="border: 1px solid black; padding: 2px;">14 S. Ft. Harrison Ave - 5th FL</div> * City: <div style="border: 1px solid black; padding: 2px;">Clearwater</div> County/Parish: <div style="border: 1px solid black; height: 15px; width: 100%;"></div> * State: <div style="border: 1px solid black; padding: 2px;">FL: Florida</div> Province: <div style="border: 1px solid black; height: 15px; width: 100%;"></div> * Country: <div style="border: 1px solid black; padding: 2px;">USA: UNITED STATES</div> * Zip / Postal Code: <div style="border: 1px solid black; padding: 2px;">33756-5105</div>		
e. Organizational Unit:		
Department Name: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>	Division Name: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <div style="border: 1px solid black; width: 50px; height: 15px;"></div> Middle Name: <div style="border: 1px solid black; width: 100px; height: 15px;"></div> * Last Name: <div style="border: 1px solid black; padding: 2px;">DeGregorio</div> Suffix: <div style="border: 1px solid black; width: 50px; height: 15px;"></div>	* First Name: <div style="border: 1px solid black; padding: 2px;">Elisa</div>	
Title: <div style="border: 1px solid black; padding: 2px;">Grants Manager</div>		
Organizational Affiliation: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>		
* Telephone Number: <div style="border: 1px solid black; padding: 2px;">7274648434</div>		Fax Number: <div style="border: 1px solid black; width: 100px; height: 15px;"></div>
* Email: <div style="border: 1px solid black; padding: 2px;">edegregorio@pinellascounty.org</div>		

Application for Federal Assistance SF-424*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Substance Abuse and Mental Health Services Adminis

11. Catalog of Federal Domestic Assistance Number:

93.243

CFDA Title:

Substance Abuse and Mental Health Services Projects of Regional and National Significance

*** 12. Funding Opportunity Number:**

TI-21-009

* Title:

First Responders-Comprehensive Addiction and Recovery Act Grants

13. Competition Identification Number:

TI-21-009

Title:

FR-CARA

14. Areas Affected by Project (Cities, Counties, States, etc.):

File Name:

*** 15. Descriptive Title of Applicant's Project:**

Pinellas County First Responder and Community Education and Engagement

Attach supporting documents as specified in agency instructions.

File Name:

Attachment 1

Page 40 of 89

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant: <input type="text" value="FL-013"/>	* b. Program/Project: <input type="text" value="FL-013"/>
Attach an additional list of Program/Project Congressional Districts if needed. File Name: Congressional_Districts.pdf	
17. Proposed Project:	
* a. Start Date: <input type="text" value="09/30/2021"/>	* b. End Date: <input type="text" value="09/29/2025"/>
18. Estimated Funding (\$):	
* a. Federal	<input type="text" value="499,999.00"/>
* b. Applicant	<input type="text" value="14,000.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="513,999.00"/>
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="radio"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="text"/> .	
<input checked="" type="radio"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input type="radio"/> c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation in attachment.)	
<input type="radio"/> Yes <input checked="" type="radio"/> No	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: <input type="text" value="Mr."/>	* First Name: <input type="text" value="Barry"/>
Middle Name: <input type="text" value="A."/>	
* Last Name: <input type="text" value="Burton"/>	
Suffix: <input type="text"/>	
* Title: <input type="text" value="County Administrator"/>	
* Telephone Number: <input type="text" value="(727) 464-4331"/>	Fax Number: <input type="text"/>
* Email: <input type="text" value="grantscoe@pinellascounty.org"/>	
* Signature of Authorized Representative: <input type="text" value="Meghan Westbrook"/>	* Date Signed: <input type="text" value="05/17/2021"/>

Attachment 1

BUDGET INFORMATION -
Non-Construction Programs

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. FY 2021 First Responders- Comprehensive Addiction and Recovery Act Grants	93.243			\$499,999.00		\$499,999.00
2.						\$0.00
3.						\$0.00
4.						\$0.00
5. Totals		\$0.00	\$0.00	\$499,999.00	\$0.00	\$499,999.00
SECTION B - BUDGET CATEGORIES						
GRANT PROGRAM, FUNCTION OR ACTIVITY						
6. Object Class Categories		(1) FY 2021 First Responders- Comprehensive Addiction and Recovery Act Grants	(2)	(3)	(4)	Total (5)
a. Personnel		\$0.00				\$0.00
b. Fringe Benefits		\$0.00				\$0.00
c. Travel		\$0.00				\$0.00
d. Equipment		\$0.00				\$0.00
e. Supplies		\$112,500.00				\$112,500.00
f. Contractual		\$387,499.00				\$387,499.00
g. Construction		\$0.00				\$0.00
h. Other		\$0.00				\$0.00
i. Total Direct Charges (sum of 6a-6h)		\$499,999.00				\$499,999.00
j. Indirect Charges		\$0.00				\$0.00
k. TOTALS (sum of 6i and 6j)		\$499,999.00				\$499,999.00
7. Program Income		\$0.00				\$0.00

Standard Form 424A, (Rev. 7-97)
Prescribed by OMB Circular A-102

Attachment 1

Page 42 of 89

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. FY 2021 First Responders-Comprehensive Addiction and Recovery Act Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.					\$0.00
10.					\$0.00
11.					\$0.00
12. TOTAL (sum of lines 8-11)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SECTION D - FORECASTED CASH NEEDS					
	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	
13. Federal	\$499,999.00	\$125,000.00	\$125,000.00	\$124,999.00	
14. Non-Federal	\$0.00				
15. TOTAL (sum of lines 13 and 14)	\$499,999.00	\$125,000.00	\$125,000.00	\$124,999.00	
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
FUTURE FUNDING PERIODS (Years)					
(a) Grant Program	(b) First	(c) Second	(d) Third	(e) Fourth	
16. FY 2021 First Responders-Comprehensive Addiction and Recovery Act Grants	\$499,999.00	\$499,999.00	\$499,999.00		
17.					
18.					
19.					
20. TOTAL (sum of lines 16-19)	\$499,999.00	\$499,999.00	\$499,999.00	\$0.00	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges:					
23. Remarks:		22. Indirect Charges:			

Standard Form 424A (rev. 7-97) Page2

Authorized for Local Reproduction

ASSURANCES - NON-CONSTRUCTION PROGRAMSOMB Approval No. 4040-0007
Expiration Date 06/30/2014

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Attachment 1

Page 44 of 89

9. Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL Meghan Westbrook	* TITLE County Administrator
* APPLICANT ORGANIZATION Pinellas County dba Board of County Commissioners	* DATE SUBMITTED 05-17-2021

Standard Form 424B (Rev. 7-97) Back

Attachment 1
Project Abstract Summary

Page 45 of 89

Program Announcement(CFDA):	93.243	
Program Announcement (Funding Opportunity Number):	TI-21-009	
Closing Date:	05/17/2021	
Application Name:	Pinellas County dba Board of County Commissioners	
Length of Proposed Project:	4	
Application Control No.:		
Federal Share Requested (for each year)		
Federal Share 1st Year:	Federal Share 2nd Year:	Federal Share 3rd Year:
\$ 499999.00	\$ 499999.00	\$ 499999.00
Federal Share 4th Year:	Federal Share 5th Year:	
\$ 499999.00	\$ 0.00	
Non-Federal Share Requested (for each year)		
Non-Federal Share 1st Year:	Non-Federal Share 2nd Year:	Non-Federal Share 3rd Year:
\$ 14000.0	\$ 14000.0	\$ 14000.0
Non-Federal Share 4th Year:	Non-Federal Share 5th Year:	
\$ 14000.0	\$ 0.0	
Project Title:		
Pinellas County First Responder and Community Education and Engagement		

Attachment 1

Project Summary:

Page 46 of 89

Pinellas County's Overdose to Care Connections (OCC) Project will be a new partnership between Emergency Medical Services (EMS) and Human Services (HS) to enhance the current first responder's Naloxone program throughout Pinellas County by creating additional training opportunities, increasing community access to a drug or device for opioid reversal, and by increasing connections and engagements in community substance use treatment services. Pinellas County's data will be evaluated through the FR-CARA program's evaluation activities to identify actionable intelligence that will inform grant funded outreach staff allowing them the opportunity to connect individuals revived by EMS on scheduled intervals and to seek connection and engagement in community treatment. Outreach efforts will employ motivational interviewing techniques and occur at 7 day intervals to allow for rapport development. Efforts will occur for up to 90 days post-overdose.

Estimated number of people to be served as a result of the award of this grant:

500

Attachment 1

Project/Performance Site Location(s)

Page 47 of 89

Project/Performance Site Primary Location

☐ I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name: Pinellas County dba Board of County Commissioners

Duns Number: 0552002160000

Street1*: C/O Human Services

Street2: 440 Court Street - 2nd Floor

City*: Clearwater

County:

State*: FL: Florida

Province:

Country*: USA: UNITED STATES

Zip / Postal Code*: 33756-5139

Project/Performance Site Congressional District*: FL-013

Additional Location(s)

File Name:

Project Narrative | Pinellas County Board of County Commissioners | SAMHSA
First Responders – Comprehensive Addiction and Recovery Act Grants | FOA TI-21-009

Section A: Statement of Need

A-1. Identify your population(s) of focus and the geographic catchment area

Population of Focus: Pinellas County Human Services (PCHS) will partner with first responder organizations in Pinellas County to provide training and access to naloxone, and provide peer recovery resources (Quick Response Team) to conduct wellness checks, coordinate access to treatment resources, distribute naloxone, and provide education to adults at risk for **overdosing in Pinellas County**. Medical Examiner data indicates that the majority (57.5%) of opioid deaths in 2019 were middle-aged individuals. Demographic data for 2019 indicates 72% of opioid-related decedents were males and 28% were females. The predominant age group affected were between 35 to 39 years old; making up 17% of cases.

Geographic Catchment Area: Pinellas County is a 280 square mile peninsula located on Florida's west coast and is home to 974,996 people based upon 2019 US Census Estimate (ACS). Based on the 2019 census estimates, Pinellas County's population is approximately 83% white, 11% African American or Black, and 10% Hispanic or Latino (any race). Pinellas has a larger proportion of individuals age 65 and over (25%) when compared to the state of Florida (21%). In 2019, approximately 11.4% of Pinellas County's population were reportedly living in poverty.

A-2. Describe the extent of the problem in the catchment area, including service gaps, and document the extent of the need (i.e., current prevalence rates or incidence data) for the population(s) of focus

Extent of the Problem: In 2020, **one person died every 16.5 hours** from a drug-related overdose in Pinellas County. This problem affects every demographic of every community across the county. From 2016 - 2020, 911 transports of suspected **overdoses increased by nearly 331%** (going from 1,513 in FY 16 to 6,528 in FY 20) and 911 transports with naloxone administered increased by 56.4% (going from 1,978 in FY 16 to 3,094 in FY 20).

Fatalities: The COVID-19 pandemic in the United States introduced new risks to Americans impacted by substance use disorder, as well as a series of new challenges related to treatment and recovery. According to the Florida Department of Health, in the first eight months of 2020 there was an unprecedented 43% spike in drug overdose deaths statewide in Florida, compared to the same time in 2019. In Pinellas County, according to the data obtained from the Medical Examiners office, from 2015 to 2020, the number of drug-related overdose deaths increased by 205%. 534 residents died from overdoses which is an increase of 29% from 2019.

Emergency Medical Services (EMS) Overdose Response: During April 4-10, 2021, the Florida Department of Health in Pinellas County (DOH) and its partners in the Pinellas County Opioid Task Force observed an alarming increase in non-fatal overdose encounters at emergency departments in the county. During this single week in April 2021, the number of 911 transports for suspected overdoses totaled 207 encounters, which is an increase in previous years during the same timeframe. In CY 2020, first responders were dispatched to 5,725 suspected overdoses, a 34% increase from 2019. From County FY 2016 - 2020, 911 transports of suspected overdoses increased by nearly 331% (going from 1,513 in FY 16 to 6,528 in FY 20) and 911 transports with naloxone administered increased by 56.4% (going from 1,978 in FY 16 to 3,094 in FY 20). These trends continue to increase into FY 21 and are anticipated to continue beyond 2022 until the issue is addressed through local, county, and statewide initiatives.

Forensic Seized Drug Trends: Data provided by the Pinellas County Forensic Laboratory showed in 2017, a total of 204 opioid-related deaths, 39% were attributed to prescription drugs, 17% were a combination of prescriptions and illicit drugs, and 38% were illicit opioids. Historical mortality data in Pinellas County has shown low rates of heroin use; however, from 2010-2016, heroin and fentanyl seized by law enforcement increased sharply from 114 to 952 (735% increase). This recent trend was also identified in postmortem testing by the Forensic Lab increasing from 25 in 2010 to 131 in 2016 (424% increase). Furthermore, Pinellas County saw close to 3,000 lab submissions containing fentanyl in the 15 months from January 2019 through June 2020.

Service Gaps: Responding to the opioid/overdose crisis in Pinellas County is multi-faceted. PCHS works with the Pinellas County Opioid Task Force (PCOTF) to identify and address any service gaps by leveraging State resources, community partnerships and seeking additional funding resources. The PCOTF formed in 2017 as a collaboration of community partners that implemented a Strategic Plan to guide community members and resources in order to confront the opioid epidemic. While the pandemic has certainly impacted the community response, County partners have continued to seek out and adapt available resources to continue response efforts. However, more needs to be done to start reversing the trend in Pinellas County. Below you will find how Pinellas County is leveraging existing resources and what the service gaps still exist for each of the required activities of the grant opportunity:

➤ Administer a drug or device approved or cleared under the Federal Food, Drug, and Cosmetic Act (FD&C Act) for emergency reversal of known or suspected opioid overdose:

Leveraging Existing Resources - At the state level, two agencies are distributing naloxone and training community organizations and first responders in the use of naloxone. The Florida Department of Children and Families (DCF) State Opioid Response Project (SOR), funded by the Substance Abuse and Mental Health Services Administration (SAMHSA), is designed to address the opioid crisis and reduce opioid-related deaths by providing a comprehensive array of evidence-based prevention, medication-assisted treatment, and recovery support services. Additionally, SOR funds are used to expand the Department's Overdose Prevention Program, which distributes and trains on the use of naloxone. The Florida Department of Health (DOH) administers the Helping Emergency Responders Obtain Support (HEROS) Program which provides first responder agencies with naloxone at no cost.

Service Gaps – Geographic saturation rates, multi-dose administrations of naloxone, and expiration of undistributed and undispensed naloxone are the leading barriers/gaps in Pinellas County. The SOR & HEROS programs provide a small percentage of funding and resources to Pinellas County with a majority of SOR grant funds being utilized for methadone and buprenorphine maintenance treatment. For individuals seeking to obtain access to these life-saving medications, it would be difficult or geographically sparse based on review of the DCF website (www.isavefl.com) for naloxone providers. Only four (4) organizations with 17 locations are listed with a physical address in Pinellas County.

Pinellas County Emergency Medical Services (EMS) participates in the HEROS program to obtain naloxone for staff and law enforcement use, however, EMS does not have a sufficient supply for the additional first responder groups/organizations identified in this application or to initiate a "leave behind" program for overdose patients and/or family or friends at the scene. EMS reports that rarely has there been a reported case in which the patient had naloxone immediately on-hand before their arrival, which suggests that the saturation in the community is low. Additionally,

EMS reports that approximately two doses are being utilized (on average) to assist the patients prior to EMS arrival, which supports first responders' need to carry at least two doses. Given the alarming increase in overdoses and overdose deaths throughout the County, it is imperative that the County achieve saturation of access to this life-saving medication.

EMS also noted that the naloxone supplies received from SOR/HEROS have expiration dates too close to each other. While the recipient may not be able to control the dates sent, it does create an issue of having to switch-out with agencies who have deployed it to their officers on patrol. EMS deploys to the agency; they, in turn, deploy to their carrying first responders, who turn in the expiring product, and then the agency returns the expiring naloxone to EMS. Having some control of purchasing supply can improve coordination amongst the first responders.

➤ **Train and provide resources to first responders and members of other key community sectors on carrying and administering a drug or device approved or cleared under the FD&C Act for emergency treatment of known or suspected opioid overdose**

Leveraging Existing Resources – The Pinellas County Medical Director has been handling all naloxone administration training for first responder organizations. In-person classes trained 200 first responders with some sessions being “train the trainer” which has continued within agencies in Pinellas County. The opportunity to assist first responder agencies by expanding naloxone supply and providing training on the administration of naloxone has many significant benefits. The ability to respond to the interest of first responders to distribute a life-saving medication improves their ability to save lives. Improving distribution and access to naloxone within more homes and communities where access is currently insufficient expands the reach of this life-saving tool for use prior to the first responder's arrival, when every second matters. By providing educational training about the administration of naloxone, opportunities exist to also improve the understanding of opioid use disorder in general, including the chronic nature of this condition, as well as optimizing access to resources, such as referrals to MAT or promotion of other harm reducing techniques, to encourage recovery-seeking behaviors.

Service Gaps – There are a number of entities in the county available to provide naloxone administration training (treatment providers, EMS, law enforcement); however, it is unclear, without further survey, how many first responders from the 24 municipalities/law enforcement/fire department and various community organizations have been trained. A recent national survey of First Responder Deflection Programs (Center for Health & Justice, 2021) found that many first responder programs do not have specialized training that would help staff members who conduct deflection and outreach to increase their effectiveness. If awarded this opportunity, a local survey would be administered with baseline measurement to establish initial, follow-up and any additional relevant addiction related training needs in support of these first responder organizations.

➤ **Establish processes, protocols, mechanisms for referral to appropriate treatment and recovery support services.**

Leveraging Existing Resources - Through community partnerships and PCHS's behavioral health initiatives, collaborations currently exist between law enforcement and behavioral health staff to respond to calls where a behavioral health issue may be the root cause of the call. Currently, several mental health units are paired with law enforcement organizations, however, few, if any, have substance use/addiction trained staff engaged within those outreach units. Utilizing newly awarded federal funding from the Department of Justice, the PCHS is piloting a Quick Response Team (QRT) effort with the County's EMS personnel and substance use treatment providers. The

pilot funds one peer and case manager to follow-up with consenting overdose victims within 24-72 hours after an EMS response. At the current pace of EMS overdose calls within the County, averaging 573 calls per month, if just 10% consent to a post-overdose wellness check by this team, the staff would exceed its capacity to conduct outreach to all the consenting individuals. As a pilot program, these processes, protocols, and mechanisms for referral to appropriate treatment and recovery support services need to be refined and expanded.

Service Gaps – Pinellas County, if awarded, would expand its QRT pilot program to assist with refinement of the referral and engagement program. By partnering with the identified jurisdictions, they would gain additional addiction expert resources to outreach and engage with residents in their communities who are at increased risk for overdose. Nationally identified promising/best practice programs have found success with engaging clients through concerted, repeated, and varied outreach efforts. This area of service is not well-funded in the County as a majority of funds are directed to treatment services with existing providers. This QRT staff would become intimately aware of the various treatment programs available to patients based on location, income, insurance status, etc.

Extent of the Need: EMS has seen 911 transports of suspected overdoses with naloxone administrations that climb year over year from 1,109 in FY 16 to 2,554 in FY 20. In the first six months of FY 21, Pinellas saw 1,323, 52% of FY 20's total suggesting that Pinellas County is already on track to surpass previous years.

Section B: Proposed Approach (35 pts/5 pages)

B-1. Describe the goals and objectives of the proposed project. State the unduplicated number of individuals you propose to serve (annually and over the entire project period) with grant funds. Provide the following table:

Number of Unduplicated Individuals to be Trained with Grant Funds				
Year 1	Year 2	Year 3	Year 4	Total
100	150	150	100	500

Goals & Objectives of Proposed Project: Pinellas County remains steadfast in its commitment to reduce opioid-related deaths through the promotion of naloxone use, increased training on the administration of naloxone, and connecting individuals into appropriate evidence-based treatment options. In Pinellas County, EMS response to calls for service is prompt; however, the more we can prepare individuals who are on the scene to initiate these life-saving techniques, the better.

Table 1: Goals & Objectives

Goals & Objectives	Performance Measure
Goal 1: Reduce Opioid Related Deaths	
Objective 1A: Increase the availability of drug overdose reversal treatment kits throughout the county by distributing 4000 naloxone kits by the end of the grant period.	# kits distributed to First Responders/Community organizations, individuals
Strategy: Provide access to naloxone overdose reversal kits to first responder/ community organizations not eligible for SOR/HEROS funding	
Strategy: Provide access to naloxone overdose reversal kits to Pinellas County Park Rangers/Lifeguards	
Strategy: Distribute contactless naloxone Emergency Boxes in public spaces across the County filled w/kits	
Strategy: EMS/QRT to provide a "leave behind" naloxone kit with the overdose patient and/or family and friends following an EMS response.	

Goals & Objectives	Performance Measure
Objective 1B: Increase promotion / awareness of universal prescription, especially for friends and family.	Sum of funds used for promotional materials. # printed materials distributed
Strategy: EMS/QRT to provide printed materials with the “leave behind” naloxone kit for the overdose patient and/or family and friends following an EMS/QRT response.	
Objective 1C: Provide naloxone administration and supporting addiction/safety training to 500 individuals in first responders/community organizations by 2025.	
Strategy: Provide naloxone administration training to Pinellas County Park Rangers/Lifeguards	# PC Park Rangers/Lifeguards/staff trained.
Strategy: Provide additional supportive addiction related training to interested first responder organizations	# first responder agency staff trained
Goal 2: Connect to Effective Treatment	
Objective 2A: Establish meaningful connections with 50% of consenting overdose individuals and/or family members within 72 hours of the response event.	Count of # of consenting individuals/family members where contracted provider’s record of an engaged conversation that included current state of SUD (active and using, active and not using, sober, denial) and treatment options.
Strategy: Hire and train a quick response outreach team to conduct wellness checks of consenting individuals post overdose within 45 days of contract award	
Strategy: Outreach team will provide a leave behind written information (e.g., card, flyer, brochure or handout) about treatment and/or services resources.	
Strategy: Outreach team will verbally engage with and obtain pertinent information from consenting individuals.	
Strategy: Outreach team will provide a “warm handoff” in real time for assessment and coordination of treatment planning	

B-2. Describe how you will implement the Required Activities as stated in Section I.1.

The FR-CARA program will be led by the **Pinellas County Human Services (PCHS) Department**. A **Project Director** will serve as the liaison between SAMHSA, contracted partners, other County Departments (EMS, Parks/Rec) and committed first responder/community organizations. The Project Director will ensure that required activities are implemented, performance measures collected and reported to SAMHSA and the Pinellas County Opioid Task Force. The **Program Manager**, from the contracted provider, will be responsible for day-to-day operations and programmatic coordination. This position will provide outreach efforts to first responder organizations and community partners to coordinate naloxone needs, training opportunities, and educate community organizations on available resources. The FR-CARA Project Director and Program Manager will lead planning meetings upon award to ensure any barriers to implementation are addressed in a timely manner. Weekly meetings will transition to monthly as the program matures. Minutes and action items will keep staff and the program implementation on track and document the program’s progress, successes, challenges, or barriers.

• Administer a drug or device approved or cleared under the Federal Food, Drug, and Cosmetic Act (FD&C Act) for emergency reversal of known or suspected opioid overdose:

Pinellas County Safety & Emergency Services (SES), a department within the County Board of County Commissioners, coordinates a diverse set of programs (including Emergency Medical Services) geared towards effective and efficient public safety. SES will utilize FR-CARA grant funds to purchase naloxone kits to be distributed to first responders who do not currently have access to kits through other sources and/or for members of other key community sectors (i.e., families, peers, treatment providers). In addition, SES is developing a “leave behind” program (when funded) for overdose patients/family.

- ***Train and provide resources for first responders and members of other key community sectors on safety around fentanyl, carfentanil, and other dangerous licit and illicit drugs to protect themselves from exposure to such drugs and respond appropriately when exposure occurs;***

SES will contract with trainers to provide naloxone administration classes and will coordinate with the Program Manager on a training schedule provided to first responders and members of other community sectors (i.e., County Parks Dept, families, peers, treatment providers). Training will provide education on how to properly carry and administer naloxone, along with training on safety around fentanyl, carfentanil, and other dangerous licit and illicit drugs to protect them from exposure to such drugs and to respond appropriately when exposure does occur. In the initial planning phase of FR-CARA, the Program Manager will work with the Opioid Task Force to determine the needs within the community and among first responders. This planning will include finalization of pre- and post-test materials to be utilized during the training to inform the program of its impact with respect to the performance measures.

- ***Establish processes, protocols, and mechanisms for referral to appropriate treatment and recovery communities, and safety around fentanyl, carfentanil, and other dangerous licit and illicit drugs.***

Contracted Quick Response Team (QRT) - PCHS will utilize FR-CARA funding to contract with a substance use treatment provider in Pinellas County to staff a Quick Response Team (QRT) focused on the required activities as stated in Section I.1 specifically to establish processes, protocols, and mechanisms for referral to appropriate treatment and recovery support services. SES is developing a consent/release of information process that optimizes the ability to refer those individuals who overdose by authorizing the release of their contact information to the QRT contracted through PCHS. SES has committed to serve as a liaison with local law enforcement/fire departments across the County.

The QRT will provide multiple outreach “touches” to individuals via a variety of methods, i.e., home visits, phone calls, mail. Efforts will employ two evidence-based modalities. First, in the use of Motivational Interviewing (MI) techniques to encourage connection to and engagement in substance use treatment, including Medication Assisted Treatment (MAT). Second, outreach efforts will be tailored to each individual based upon their needs and circumstances but conducted with the use of Peer Support Specialists who have recovery experience and demonstrate improved evidence associated with engagement and recovery outcomes. Outreach efforts will be attempted for approximately 60 to 90 days. Through multiple, metered outreach efforts peer recovery staff will be able to develop the rapport and familiarity with the individual essential to engaging them in recovery services. Outreach efforts made continually and conscientiously provide individuals struggling with addictions the opportunity to build necessary trust with the outreach peer staff to understand the value provided by the program.

B-3. Provide a chart or graph depicting a realistic timeline for the entire 4-year project period

Key Activity	Responsible Staff	Year 1				Year 2				Year 3				Year 4		
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
Award Acceptance	PCHS															
Bi-Weekly Implementation Meetings	PCHS & Partners															
Develop contractual agreements	PCHS															
Behavioral Health Disparities Statement	PCHS															
Program Criteria Standards Documented	PCHS															
Personnel Hired	Contracted Partners															
Quick Response Team Training	Contracted Partners															
Survey all 24 municipalities/ first responder agencies on training needs	PCHS & Partners															
Develop naloxone training schedule	PCHS, SES, Partners															
Logic Model & Performance Measure Review	PCHS, SES & Partners															
Naloxone purchase & distribution plan developed	PCHS, SES, Partners															
QRT Outreach (ongoing)	Contracted Tx Provider															
Monthly Planning Mtgs (ongoing)	PCHS & Partners															
Naloxone training offered quarterly at a minimum	PCHS, SES & Partners															
Performance Measure Reporting	PCHS, SES & Partners															
Progress Reports Annual	Evaluator															

Section C: Staff, Management, and Relevant Experience (20 pts/1page)

C-1. Describe the experience of your organization with similar projects and/or providing services to the population(s) of focus for this FOA.

Pinellas County Human Services (lead applicant): Pinellas County Human Services (PCHS), a department under the elected seven-member Board of County Commissioners (BCC), will serve as the lead applicant for the FR-CARA program. PCHS supports the BCC's strategic initiatives by providing programs such as the Pinellas County Health Program, Health Care for the Homeless Program, Homeless Prevention, Disability Advocacy, Justice Coordination and Veterans Services. PCHS has provided access to these services for uninsured, underserved, vulnerable, and special needs county residents for over 50 years. PCHS is the recipient of over \$18M in federal grant funds for medical and behavioral health and justice related programs. PCHS will commit to providing the Project Director, in-kind, to oversee the implementation of the program.

Pinellas County Safety and Emergency Services (SES) (LOC included): Pinellas County Safety & Emergency Services (SES), a department under the BCC, coordinates a diverse set of programs geared towards ensuring effective and efficient public safety for residents and visitors within Pinellas County. The department works to provide significant support – operational,

technology and funding – to fire, EMS and law enforcement agencies. SES will partner on this program with obtaining access to and distributing naloxone to partners, contracting with training partners and serving as a liaison with first responder organizations throughout the County. SES will serve on the planning and implementation committee.

Florida Department of Health in Pinellas County/Opioid Task Force (LOC included): The Florida Department of Health (DOH) provides complex technical, analytical, and consultative work which involves disease surveillance, assessment, management and planning for Pinellas County. DOH and Operation PAR, local substance use treatment provider, are the core support team for the **Pinellas County Opioid Task Force**. The task force developed a strategic plan to guide community members and resources to confront the opioid epidemic. The task force will be leveraged to assist in informing the FR-CARA program and will serve on the planning committee.

City of Pinellas Park (LOC included): The City of Pinellas Park commits to engaging first responder staff in training to carry and administer naloxone, along with any addiction related training; offering and obtaining consent from overdose patients, family and/or friends to allow the QRT to conduct a follow-up wellness check; and accepting additional training, peer support, and naloxone supply for specialty teams or units (such as homeless street outreach/mental health units) within the agency that frequently encounter individuals who have experienced an overdose.

Support from other Community Partners/Agencies (no LOCs): PCHS and SES has also confirmed the support of the City of Clearwater, Largo and the Pinellas County Sheriff's Office (PCSO) for this grant opportunity. PCHS also works closely with and convenes regularly with PCSO and County Administration to discuss behavioral health system needs. All of these groups and others provide a mechanism to update and communicate the benefits associated with this service to drive interest, adoption of new practices, and support for sustainability.

Contracted Substance Use Treatment Provider (contract TBD): PCHS will contract with a substance abuse treatment provider who will hire staff to provide substance abuse education, prevention and intervention, case management, and outreach services to overdose patients. Several providers have extensive qualifications to meet the needs outlined in a procurement request.

C-2. Provide a complete list of staff positions for the project.

Project Director - 10% LOE (in-kind): PCHS will identify the Project Director to serve as the liaison between SAMHSA, contracted partners, other County Departments (EMS, Parks/Rec) and committed first responder/community organizations. The Project Director will ensure that required activities are implemented, performance measures collected and reported to SAMHSA and the Pinellas County Opioid Task Force.

Program Manager – 100% LOE: The contracted treatment provider will hire 1.0 FTE to manage the program's day to day operations, facilitate training schedules, leading planning & implementation meetings with all committed partners and other programmatic requirements of the FR-CARA grant program. This position will be hired post award, a job description is attached. **Required qualifications include:** Six (6) years of responsible experience in health care administration; or a Bachelor's degree in business, public administration, health care administration, or related field and two (2) years of experience as described above; or an equivalent combination of education, training, and/or experience.

Quick Response Team | Outreach/Case Mgmt Staff – 4 FTEs @ 100% LOE: The contracted treatment provider will hire 4.0 FTEs to serve on the QRT to conduct outreach, motivational

interviewing, establish meaningful connections with consenting overdose patients referred to the team and assist with making “warm handoff” connections. Qualifications requested: At least 50% of the staff will have lived experience with addiction recovery. Familiarity with the culture(s) and language(s) of the population of focus.

Evaluator – 100% LOE: PCHS will contract with an organization/individual to compile reports and data summaries to assist and inform the program. Required qualifications include: Graduate Degree in Public Health, Behavioral Sciences, or similar and at least two years professional experience evaluating programs.

Section D: Data Collection and Performance Measurement

D-1. Provide specific information about how you will collect the required data for this program and how such data will be utilized to manage, monitor and enhance the program.

Collecting, Storing & Maintaining Required Data: PCHS and SES, County departments under the BCC, have a data-sharing agreement in place for PCHS to collect 1) EMS overdose responses and trends in Pinellas County and 2) Consenting overdose patient referrals information. The second data file will be shared with PCHS and the contracted treatment provider providing the QRT for follow-up. EMS has an electronic consent system that sorts consenting and non-consenting patients before sending data to PCHS. EMS sends the data through secure file transfer to PCHS. PCHS will have final responsibility for collection of all grant related program data from various data sources. Data is collected monthly. This data is stored on a secure server hosted by the County’s IT Dept. Access to the data is limited to individuals in PCHS who need to report the data for program requirements. All County staff are required to take several trainings annually (i.e., HIPAA, Cybersecurity). The program evaluator will be granted access to the data after security clearances have been obtained for use in evaluation activities only. The contracted treatment provider will collect and provide additional information on naloxone kit distribution, individuals trained and QRT efforts in response to referrals provided. The contracted provider will be responsible for ensuring data security and reporting raw data to PCHS monthly. The contracted provider will employ the grant Project Manager responsible for ensuring the data is collected, stored and reported accurately, securely and timely. Secure file transfer protocol will be given to contracted partners for the transfer of data. Any additional information, if required by SAMHSA, will be collected and submitted via SAMHSA’s Performance Accountability and Reporting System (SPARS) by the Project Manager.

Table 2: Required Performance Measure Data Collection

Performance Measures	Data Source	Data Collection Frequency	Responsible Staff for Data Collection	Method of Data Analysis
Measure 1 (FR equipped w/emergency reversal drug)	SES/Contracted Tx Provider	Quarterly	Contracted Project Manager	Quantitative Measure, Distribution Count of Emergency Reversal Drug
Measure 2 (# of opioid/ heroin overdoses reversed)	SES/EMS	Monthly	PCHS	Quantitative Measure, Frequency Analysis
Measure 3 (# deaths in targeted area)	Medical Examiner	Quarterly	PCHS	Quantitative Measure, Frequency Analysis

Measure 4 (# of consenting individuals who agree to subcontractor's follow-up services)	Contracted Tx Provider	Monthly	Contracted Project Manager	Quantitative Measure, Frequency Analysis
Measure 5 (# victims/ families receiving resource information about treatment options)	Contracted Tx Provider	Monthly	Contracted Project Manager	Quantitative Measure, Frequency Analysis
Measure 6 (# of FR & Community trained)	Contracted Tx Provider	Monthly	Contracted Project Manager	Quantitative Measure, Frequency Analysis

Table 3: Data Necessary to meet identified program objectives.

Objective	Data Source	Data Collection Frequency	Responsible Staff for Data Collection	Method of Data Analysis
Objective 1.a <u>Distribute 4000 naloxone kits by the end of the grant period.</u>	SES & Contracted Tx Provider	Monthly	Contracted Project Manager	Quantitative Measure, Frequency Analysis
Objective 1B: <u>Increase promotion / awareness of universal prescription. for friends and family.</u>	Contracted Tx Provider	Monthly	Contracted Project Manager	Cost Allocation Measure, Sum of funds used for promotional materials.
Objective 1.c <u>Provide naloxone administration and supporting addiction/safety training to 500 individuals in first responders/community organizations by 2025.</u>	Contracted Trainers	Monthly	Contracted Project Manager	Quantitative Measure, Frequency Analysis; Count of individuals trained
Objective 2.a <u>Establish meaningful connections with 50% of consenting overdose individuals and/or family members within 72 hours of the response event.</u>	SES & Contracted Tx Provider	Monthly	Contracted Project Manager	Quantitative Measure, Descriptive Analysis; Count of # of consenting individuals where provider's record of an engaged conversation included current state of SUD (active and using, active and not using, sober, denial) and treatment options.

Managing, Monitoring, Program Data to Enhance the Program: PCHS staff, contracted evaluator, along with the planning and implementation team, will develop a logic model based on the required and additional grant performance measures. PCHS Planning & Quality Assurance staff utilize Microsoft PowerBI software (*Power BI is a collection of software services, apps, and connectors that work together to turn unrelated sources of data into coherent, visually immersive, and interactive insights. Data may be an Excel spreadsheet, or a collection of cloud-based and on-premises hybrid data warehouses*) to analyze and convert raw data provided by the various data sources into presentation dashboards used by the planning and implementation team to manage, monitor and enhance the program. The contracted Program Manager will incorporate the review of the data into the planning meetings at least quarterly, or more often based upon team needs.

A. Personnel:**FEDERAL REQUEST**

Position	Name	Annual Salary/Rate	Level of Effort	Cost
Project Director	Karen Yatchum	\$140,004	10%	In-Kind
		TOTAL SALARIES		\$0

JUSTIFICATION: Pinellas County Human Services provides 10% of a Project Director to oversee implementation of the program with non-federal funds.

FEDERAL REQUEST (enter in Section B column 1 line 6a of form SF424A).....**\$0**

B. Fringe Benefits:**FEDERAL REQUEST**

Component	Rate	Wage	Cost
FICA			
Retirement			
Life Insurance			
Medical Insurance			
	TOTAL FRINGE BENEFITS		\$0

JUSTIFICATION: No fringe benefits requested by Pinellas County.

FEDERAL REQUEST (enter in Section B column 1 line 6b of form SF424A).....**\$0**

C. Travel:**FEDERAL REQUEST**

Purpose of Travel	Location	Item	Rate	Cost
Not Applicable				\$0
			TOTAL	\$0

JUSTIFICATION: Local travel is a contractual expense for provider organizations. See contractual.

FEDERAL REQUEST (enter in Section B column 1 line 6c of form SF424A).....**\$0**

D. Equipment:**FEDERAL REQUEST**

Item	Rate	Cost
Not Applicable		\$0
	TOTAL	\$0

JUSTIFICATION:

No equipment purchases over \$5,000 have been identified by Pinellas County.

FEDERAL REQUEST (enter in Section B column 1 line 6d of form SF424A).....\$ 0

E. Supplies:**FEDERAL REQUEST**

Item	Rate	Cost
Naloxone Kits: Safety and Emergency Services	\$75/ea x 1,500 yr 1	\$112,500
	TOTAL	\$112,500

JUSTIFICATION:

Naloxone Kits: Pinellas County Safety & Emergency Services will purchase materials for Naloxone Kits to be distributed through FR-CARA grant activities. Budget @ \$75/ea

FEDERAL REQUEST (enter in Section B column 1 line 6e of form SF424A).....\$ 112,500

F. Contract:**FEDERAL REQUEST**

Name	Service	Rate	Other	Cost
Substance Use Treatment Provider (Procurement Contract)				
Personnel				
Program Manager @ 1 FTE		\$67,000 salary	Yr 1 @ 75%	\$50,250
Peer/Case Manager (QRT members) @ 4 FTEs		\$38,000 salary	Yr 1 @ 75%	\$114,000
			Total Salaries:	\$164,250
Fringe Benefits (30%)				\$49,275
			Total Fringe:	\$49,275
Travel				
Local Travel				
Local Travel ~400 miles/mo/FTE		\$0.445/mile		\$8,900
			Total Travel:	\$8,900
Supplies				
Laptops (5 FTEs)		\$1,500/unit		\$7,500
Office Supplies		\$50/mo		\$600
Printed Materials – Education/outreach		\$3,604/year 1		\$3,604
Naloxone Kits – 1,000 for Yr 1		\$75/ea		\$75,000
			Total Supplies:	\$ 86,704
Contractual/Fee for Service				
			Total Contractual:	\$0
Other				
			Total Other:	\$0
Indirect				
Indirect Rate 15% - TBD - \$309,129				\$ 46,370
Subtotal				\$355,499

JUSTIFICATION:

Substance Use Treatment Provider (Procurement Contract)

Contract Personnel

Program Manager: The contracted Substance Use Provider will utilize grant funding to hire a Program Manager to coordinate project services and activities, including training, communication, information dissemination and supervision of the Peer/Case Managers.

Peer/Case Manager: These positions will serve to provide insight from an individual perspective having the lived experience of recovery and will provide willing participants with support and assistance in navigating the appropriate treatment and community services to address their individual needs.

Fringe Benefits: Employee fringe benefits include FICA, State Unemployment, Workers Compensation, Health, Life, Dental and Disability Insurance and Retirement Contributions.

30% of gross salary

Travel:

Local travel is estimated that 500 miles per month will be required for the Peer/Case Manager to connect with clients wherever they are.

Supplies:

Laptop computers for all staff.

Printed Materials: Any curriculum needed for clients' success.

Office Supplies include copy paper, printer cartridges, staplers, pens, pencils, file cabinets, desks, chairs, group room chairs, and other related supplies

Naloxone Kits to a community provider for community access and distribution to individuals contacted by the Peer/Case Managers.

Contractual:

No contractual requested for substance use service provider.

Other:

No other requested for substance use service provider.

Indirect:

Indirect costs are budgeted at 15% - to be determined based upon procurement contract.

Name	Service	Rate	Other	Cost
Contractual Provider(s)				
Personnel Not Applicable				
			Total Salaries:	\$0
Fringe Benefits Not Applicable				
			Total Fringe:	\$0
Travel Not Applicable				
			Total Travel:	\$ 0
Supplies Not Applicable				
			Total Supplies:	\$ 0
Contractual/Fee for Service				
Evaluator – Procurement Contract @ 40 hours per month		\$75/hour	8 mo – Yr 1	\$24,000
Naloxone Trainer(s)/Educator(s) @ 20 hours per month		\$50/hour	8 mo – Yr 1	\$8,000
			Total Contractual	\$32,000
Other				
			Total Other:	\$0
Indirect				\$0
Subtotal				\$32,000

JUSTIFICATION:**Contractual Provider(s)****Contract Personnel:**

No personnel requested for contractual provider(s).

Fringe Benefits:

No fringe requested for contractual provider(s).

Travel:

No local travel requested for contractual provider(s).

Supplies:

No supplies requested for contractual provider(s).

Contractual:

Evaluator – Procurement Contract @ 40 hours per month

Naloxone Trainer/Educator @ 20 hours per month

Other:

No other requested for contractual provider(s).

Indirect:

No indirect requested for contractual provider(s).

FEDERAL REQUEST – (enter in Section B column 1 line 6f of form SF424A)

(Combine the total of consultant and contract)\$387,499

G. Construction:

NOT ALLOWED – Leave Section B columns 1&2 line 6g on SF424A blank.

H. Other:**FEDERAL REQUEST**

Item	Rate	Cost
Not applicable		\$0
	TOTAL	\$0

JUSTIFICATION:

No other requested by Pinellas County.

FEDERAL REQUEST – (enter in Section B column 1 line 6h of form SF424A).....\$ 0

Indirect Cost Rate:

Indirect costs can only be claimed if your organization has a negotiated indirect cost rate agreement. It is applied only to direct costs to the agency as allowed in the agreement.

For information on applying for the indirect rate go to: samhsa.gov then click on Grants – Grants Management – HHS Division of Cost Allocation – Regional Offices.

FEDERAL REQUEST (enter in Section B column 1 line 6j of form SF424A).....\$ 0

BUDGET SUMMARY: (identical to SF-424A)

Category	Federal Request
Personnel	\$ 0
Fringe	\$ 0
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 112,500
Contractual	\$ 387,499
Other	\$ 0
Total Direct Costs*	\$ 499,999
Indirect Costs	\$ 0
Total Project Costs	\$ 499,999

*** TOTAL DIRECT COSTS:**

FEDERAL REQUEST – (enter in Section B column 1 line 6i of form SF424A)\$499,999

*** TOTAL INDIRECT COSTS:**

FEDERAL REQUEST – (enter in Section B column 1 line 6j of form SF424A)\$0

TOTAL PROJECT COSTS:

Sum of Total Direct Costs and Indirect Costs

FEDERAL REQUEST (enter in Section B column 1 line 6k of form SF424A).....\$499,999

DATA COLLECTION AND PERFORMANCE MEASUREMENT SUMMARY:

No more than 20% of the grant award may be used for data collection performance measurement, and performance assessment expenses.

Category	Year 1	Year 2	Year 3	Year 4	Total
Personnel	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Fringe	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Travel	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Equipment	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Supplies	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Contractual					
Personnel					
Fringe					
Travel					
Other	\$24,000	\$36,000	\$36,000	\$36,000	\$132,000
Indirect Cost					
Other	\$ 0	\$ 0	\$ 0		\$ 0
Total Direct Costs*					\$132,000
Indirect Costs	\$ 0	\$ 0	\$ 0		\$ 0
Total Data Collection & Performance Measurement Costs					\$132,000

Biographical Sketches and Position Descriptions

Project Director

Karen Yatchum – 10% Level of Effort – Biographical Sketch included

Program Manager

Program Manager - Vacant – 100% Level of Effort – Position Description Included

Quick Response Team – Peer Recovery Specialist/Case Manager TBD

Peer Recovery Specialist/Case Managers - Vacant – 100% Level of Effort – Position Description Included

Evaluator

Research and Statistics Consultant – Vacant – 40 hours per month - Position Description Included

JOB DESCRIPTION**JOB TITLE:** Project Manager**NAME:****RESPONSIBLE TO:** Supervisor: _____**RESPONSIBLE FOR:** Supervisory duties not required of this position

GENERAL DESCRIPTION: Project management responsibilities include, but are not limited to, maintaining and monitoring project plans, project schedules, budgets and expenditures. Organizing, attending and participating in partner/stakeholder communications and meetings. Determining project changes. Providing administrative support as needed. Undertaking project tasks as required. Developing project strategies. Ensuring project deadlines are met.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of substance abuse treatment and available programs & community resources
- Knowledge of chemical dependency and mental health issues
- Knowledge of community and cultural aspects of substance abuse
- Knowledge of assessment, referral and client advocacy techniques
- Knowledge of project management techniques and tools
- Ability to communicate and interact appropriately with clients and staff both verbally and in writing
- Ability to apply knowledge to client outreach, engagement, assessment, referral and advocacy responsibilities
- Ability to document required client and program information and prepare reports and other documentation in an accurate, timely and legible manner
- Ability to work on tight deadlines

EDUCATION AND EXPERIENCE:

- Graduation from an accredited college or university with a Bachelor's degree in a work related field preferred.
- Two years experience in case management, substance abuse, mental health preferred
- Experience in project management, safety and accreditation

(A comparable amount of training, education or experience may be substituted for the above minimum qualifications.)

LICENSES, CERTIFICATIONS AND REGISTRATIONS:

- Current CPR and First Aid Certification if client contact is part of job
- If required, pass background and fingerprinting as required by rules and funders
- Valid Florida State Drivers License, (class "CDL")

ESSENTIAL PHYSICAL SKILLS:

- Ability to travel and move between organization locations
- Reasonable accommodations will be made for otherwise qualified individuals with a disability.

ENVIRONMENTAL CONDITIONS:

- Travel to off-site locations

JOB DESCRIPTION**JOB TITLE:** Case Manager**NAME:****RESPONSIBLE TO:** Supervisor: _____**RESPONSIBLE FOR:** Supervisory duties not required of this position

GENERAL DESCRIPTION: Delivery of case management services to individuals with mental health and substance use conditions. Case management services include outreach, identification, screening, assessment and referral to community sources to address their health, social and economic need. Responsible for tracking of assigned clients and maintenance of appropriate records in a timely and accurate manner. Case manager is also responsible for monitoring and expanding referral networks with agencies and organizations.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of substance abuse treatment and available programs & community resources
- Knowledge of chemical dependency and mental health issues
- Knowledge of community and cultural aspects of substance abuse
- Knowledge of case management techniques
- Knowledge of assessment, referral and client advocacy techniques
- Knowledge of project management techniques and tools
- Knowledge of CARF Standards
- Ability to communicate and interact appropriately with clients and staff both verbally and in writing
- Ability to apply knowledge to client outreach, engagement, assessment, referral and advocacy responsibilities
- Ability to document required client and program information in an accurate, timely and legible manner

EDUCATION AND EXPERIENCE:

- Graduation from an accredited college or university with a Bachelor's degree in a work related field preferred.
- Two years' experience in case management, substance abuse, mental health preferred
- Education in Case Management preferred

(A comparable amount of training, education or experience may be substituted for the above minimum qualifications.)

LICENSES, CERTIFICATIONS AND REGISTRATIONS:

- Current CPR and First Aid Certification if client contact is part of job
- If required, pass background and fingerprinting as required by rules and funders
- Case Management Certification preferred
- Valid Florida State Drivers License, (class "CDL")

ENVIRONMENTAL CONDITIONS:

- Travel to off-site locations
- Reasonable accommodations will be made for otherwise qualified individuals with a disability

JOB DESCRIPTION**JOB TITLE:** Peer Support Specialist**NAME:****RESPONSIBLE TO:** Supervisor: _____**RESPONSIBLE FOR:** Supervisory duties not required of this position

GENERAL DESCRIPTION: A Peer Support Specialist (PSS) uses their own unique, life-altering experience in order to guide and support others who are in some form of recovery. This typically refers to patients recovering from addiction, mental health disorders or abuse. Peer Support Specialists work in conjunction with highly trained and educated professionals. Using personal experience the PSS will develop meaningful and trusting relationships with patients, acting as a mentor. As someone who successfully managed their own recovery, the Peer Support Specialist provides patients an example of what they can strive for in their recovery.

KNOWLEDGE, SKILLS AND ABILITIES:

- Excellent communication and hospitality skills, listening skills and soft directional/opinion skills welcoming and supportive person in recovery from a substance use disorder
- Ability to work independently as well as collaboratively
- Knowledge of substance abuse treatment and available programs
- Knowledge of community and cultural aspects of substance abuse
- Ability to apply knowledge to client outreach, engagement, assessment, referral and advocacy responsibilities
- Ability to document required client and program information in an accurate, timely and legible manner

KEY RESPONSIBILITIES:

- Conducts initial and follow-up outreach to consenting individuals who have experienced an overdose, builds trusting peer-based relationships
- Utilizes meeting time to encourage overdose victims to continue recovery, provide naloxone emergency overdose reversal kits, and patient safety information.

EDUCATION AND EXPERIENCE:

- High school diploma or GED equivalent
 - Two years experience in case management, substance abuse, mental health preferred
- (A comparable amount of training, education or experience may be substituted for the above minimum qualifications.)

LICENSES, CERTIFICATIONS AND REGISTRATIONS:

- If required, pass background and fingerprinting as required by rules and funders
- Valid Florida State Drivers License, (class "CDL")

ESSENTIAL PHYSICAL SKILLS:

- Ability to travel and move between organization locations
- Adequate vision and hearing to perform responsibilities

Reasonable accommodations will be made for otherwise qualified individuals with a disability.

JOB DESCRIPTION**JOB TITLE:** Evaluator**NAME:****RESPONSIBLE TO:** Pinellas County Contract Manager _____**RESPONSIBLE FOR:** Supervisory duties not required of this position

GENERAL DESCRIPTION: This position is for a highly independent and detail-oriented person that will be tasked with evaluating data for the FR-CARA grant. This position must perform functions requiring independent judgment. Activities include but are not limited to: Collecting, compiling, and analyzing data from multiple systems for ongoing monitoring of the grant program to evaluate the effectiveness, determine progress on achieving objectives, and for continuous program improvement; Preparing evaluation summaries and reports; Assisting in preparing annual performance reports, including progress on performance measures and evaluation results. Assists in preparing program success stories identified through evaluation results. Prepares program materials and other reports and materials as assigned. Prepares and conducts presentations for staff and partners as needed to share public health data; Applies statistical methodology to provide information for scientific research and statistical analysis.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of methods of data collection and analysis, including the ability to access and extract information from multiple databases.
- Knowledge of public health policies and public health laws to include information security and HIPAA.
- Skills in computer software programs used to facilitate job duties such as Microsoft Office Suite, Epi Info, SAS and/or SPSS. Skills in extracting and preparing data and information into logical format for presentation in reports, documents, and other written materials that suit the needs of a variety of users.
- Ability to design and conduct evaluation activities and statistical surveys.
- Ability to plan, organize and coordinate work assignments and manage multiple projects.
- Ability to document required \ program information in an accurate, timely and legible manner

EDUCATION AND EXPERIENCE:

- Graduation from an accredited college or university with a bachelor's degree in a work related field preferred.

(A comparable amount of training, education or experience may be substituted for the above minimum qualifications.)

LICENSES, CERTIFICATIONS AND REGISTRATIONS:

- If required, pass background and fingerprinting as required by rules and funders

Reasonable accommodations will be made for otherwise qualified individuals with a disability


**ASSURANCE
of Compliance with SAMHSA Charitable Choice
Statutes and Regulations
SMA 170**

**REQUIRED ONLY FOR APPLICANTS APPLYING FOR GRANTS THAT FUND
SUBSTANCE ABUSE TREATMENT OR PREVENTION SERVICES**

SAMHSA's two Charitable Choice provisions [Sections 581-584 and Section 1955 of the Public Health Service (PHS) Act, 42 USC 290k, et seq., and 42 USC 300x-65 et seq., respectively] allow religious organizations to provide SAMHSA-funded substance abuse services without impairing their religious character and without diminishing the religious freedom of those who receive their services. These provisions contain important protections both for religious organizations that receive SAMHSA funding and for the individuals who receive their services, and apply to religious organizations and to State and local governments that provide substance abuse prevention and treatment services under SAMHSA grants.

As the duly authorized representative of the applicant, I certify that the applicant:

Will comply, as applicable, with the Substance Abuse and Mental Health Services Administration (SAMHSA) Charitable Choice statutes codified at sections 581-584 and 1955 of the Public Health Service Act (42 U.S.C. §§290kk, et seq., and 300x-65) and their governing regulations at 42 C.F.R. part 54 and 54a respectively.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Director of Human Services
APPLICANT ORGANIZATION Pinellas County Board of County Commissioners	DATE SUBMITTED May 17, 2021

Appendix C – Statement of Assurance

The authorized representative of the applicant organization (whose signature appears on the Face Page of the application, SF-424) must complete and sign this Assurance, which validates that the information submitted is accurate.

Applicants must specify the geographic catchment area in which the project will be implemented. Rural applicants must specify if the project will be implemented in a community of high need.

The project will be implemented in Pinellas County, Florida

Please check the appropriate box:

- ☐ The organization will be implementing the project in a **rural geographic area** not located in a metropolitan statistical area (as defined by the Office of Management and Budget).
- ☒ The organization will be implementing the project in a **non-rural geographic area** located in a metropolitan statistical area (as defined by the Office of Management and Budget).

If you are applying as a rural applicant, please check the appropriate box:

- ☐ The project **will be** implemented in a community of high need.
- ☐ The project **will not be** implemented in a community of high need.

Karen Yatchum, Director of Human Services

Name and Title of Authorized Representative



Signature of Authorized Representative

May 11, 2021

Date of Signature



DEPARTMENT OF HEALTH AND HUMAN SERVICES

ASSURANCE OF COMPLIANCE**ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE DISCRIMINATION ACT OF 1975, AND SECTION 1557 OF THE AFFORDABLE CARE ACT**

The Applicant provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the U.S. Department of Health and Human Services.

THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified individual with a disability in the United States shall, solely by reason of her or his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Section 1557 of the Affordable Care Act (Pub. L. 111-148), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 92), to the end that, in accordance with Section 1557 and the Regulation, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any health program or activity for which the Applicant receives Federal financial assistance from the Department.

The Applicant agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Applicant, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. The Applicant further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person whose signature appears below is authorized to sign this assurance and commit the Applicant to the above provisions.

Date

3/14/19

Signature of Authorized Official

Barry A. Burton, County Administrator

Please mail form to:

Name and Title of Authorized Official (please print or type)

U.S. Department of Health & Human Services
Office for Civil Rights
200 Independence Ave., S.W. Room 509F
Washington, D.C. 20201

Pinellas County Board of County Commissioners

Name of Agency Receiving/Requesting Funding

c/o Pinellas County OMB, 14 S. Harrison Ave 5th Floor
Street Address

Clearwater, FL 33756-5105
City, State, Zip Code

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement (hereinafter referred to as AGREEMENT) is entered into by and between Pinellas County, a political subdivision of the State of Florida (hereinafter referred to as COVERED ENTITY) and the business associate named on the signature page hereof (hereinafter referred to as BUSINESS ASSOCIATE) (each hereinafter referred to as PARTY and collectively hereinafter referred to as the PARTIES) on this ____ day of _____, 2021.

WHEREAS, BUSINESS ASSOCIATE performs functions, activities, or services for, or on behalf of COVERED ENTITY, and BUSINESS ASSOCIATE receives, has access to or creates Health Information in order to perform such functions, activities or services; and

WHEREAS, COVERED ENTITY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated there under (hereinafter referred to as HIPAA), including but not limited to, the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information found at 45 Code of Federal Regulations Parts 160, 162 and 164; and

WHEREAS, HIPAA requires COVERED ENTITY to enter into a contract with BUSINESS ASSOCIATE to provide for the protection of the privacy and security of Health Information, and HIPAA prohibits the disclosure to or use of Health Information by BUSINESS ASSOCIATE if such a contract is not in place; and

WHEREAS, as a result of the requirements of the Health Information Technology for Economic and Clinical Health Act (hereinafter referred to as HITECH ACT), as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the U.S. Department of Health and Human Services (hereinafter referred to as SECRETARY), all as amended from time to time, the PARTIES agree to this AGREEMENT in order to document the PARTIES' obligations under the HITECH ACT.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the PARTIES agree as follows:

ARTICLE I DEFINITIONS

1.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Gulf Coast Jewish Family and Community Services, Inc.

1.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Pinellas County by and through its Department of Human Services.

1.3 “Disclose” and “Disclosure” shall mean, with respect to Health Information, the release, transfer, provision of access to, or divulging in any other manner of Health Information outside BUSINESS ASSOCIATE’s internal operations or to other than its employees.

1.4 “Health Information” shall mean information that: (a) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) is received by BUSINESS ASSOCIATE from or on behalf of COVERED ENTITY, or is created by BUSINESS ASSOCIATE, or is made accessible to BUSINESS ASSOCIATE by COVERED ENTITY.

1.5 “HIPAA Rules”. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.6 “Privacy Regulations” shall mean the Standards for Privacy of Covered Individually Identifiable Health Information, 45 Code of Federal Regulations Parts 160 and 164, promulgated under HIPAA.

1.7 “Services” shall mean the services provided by BUSINESS ASSOCIATE pursuant to the Underlying Agreement, or if no such agreement is in effect, the services BUSINESS ASSOCIATE performs with respect to the COVERED ENTITY.

1.8 “Underlying Agreement” shall mean the services agreement executed by the COVERED ENTITY and BUSINESS ASSOCIATE, if any.

1.9 “Use” or “Uses” shall mean, with respect to Health Information, the sharing, employment, application, utilization, examination or analysis of such Health Information within BUSINESS ASSOCIATE’s internal operations.

1.10 Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use, unless otherwise specifically defined or referred under this Agreement.

ARTICLE II OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Initial Effective Date of Performance. The obligations created under this AGREEMENT shall become effective immediately upon execution of this AGREEMENT or the agreement to which it is appended.

2.2 Obligations and Activities of Business Associate. Business Associate agrees to:

- a. Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law.
- b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.
- c. Report to covered entity any unauthorized acquisition, access, use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware.
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- e. Make available protected health information in a designated record set to the COVERED ENTITY as necessary to satisfy covered entity's obligations under 45 CFR 164.524.
- f. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526.
- g. Maintain and make available the information required to provide an accounting of disclosures to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.528.
- h. To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s).
- i. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

2.3 Permitted Uses and Disclosures of Health Information. BUSINESS ASSOCIATE is authorized to:

- a. Use and Disclose Health Information as necessary to perform Services for, or on behalf of COVERED ENTITY.

b. Use Health Information to create aggregated or de-identified information consistent with the requirements of the Privacy Regulations.

c. Use or Disclose Health Information (including aggregated or de-identified information) as otherwise directed by COVERED ENTITY provided that COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose Health Information in a manner that would not be permissible if done by COVERED ENTITY.

d. To the extent required by the HITECH ACT, BUSINESS ASSOCIATE shall limit its use, disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended use, disclosure or request, respectively. Effective on the date the SECRETARY issues guidance on what constitutes "minimum necessary" for purposes of HIPAA, BUSINESS ASSOCIATE shall limit its use, disclosure or request of PHI to only the minimum necessary as set forth in such guidance.

e. BUSINESS ASSOCIATE shall not use Health Information for any other purpose that would violate Subpart E of 45 CFR Part 164, except that if necessary, BUSINESS ASSOCIATE may use Health Information for the proper management and administration of BUSINESS ASSOCIATE or to carry out its legal responsibilities; provided that any use or disclosure described herein will not violate the Privacy Regulations or Florida law if done by COVERED ENTITY. Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may disclose Health Information for the proper management and administration of the BUSINESS ASSOCIATE, provided that with respect to any such disclosure either: (a) the disclosure is required by law (within the meaning of the Privacy Regulations) or (b) the disclosure would not otherwise violate Florida law and BUSINESS ASSOCIATE obtains reasonable written assurances from the person to whom the information is to be disclosed that such person will hold the information in confidence and will not use or further disclose such information except as required by law or for the purpose(s) for which it was disclosed by BUSINESS ASSOCIATE to such person, and that such person will notify BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Compliance with Security Provisions. BUSINESS ASSOCIATE shall:

a. Implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312.

b. Implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316.

c. Be in compliance with all requirements of the HITECH ACT related to security and applicable as if BUSINESS ASSOCIATE were a covered entity, as such term is defined in HIPAA.

d. BUSINESS ASSOCIATE shall use its best efforts to implement and maintain technologies and methodologies that render PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH ACT.

2.5 Compliance with Privacy Provisions. BUSINESS ASSOCIATE shall only use and disclose PHI in compliance with each applicable requirement of 45 CFR § 164.504(e). BUSINESS ASSOCIATE shall comply with all requirements of the HITECH ACT related to privacy and applicable as if BUSINESS ASSOCIATE were a covered entity, as such term is defined in HIPAA.

2.6 Mitigation. BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of a use or disclosure of Health Information by BUSINESS ASSOCIATE in violation of the requirements of this AGREEMENT.

2.7 Breach of Unsecured PHI. The provisions of this Section are effective with respect to the discovery of a breach of unsecured PHI occurring on or after September 23, 2009.

a. With respect to any unauthorized acquisition, access, use or disclosure of COVERED ENTITY's PHI by BUSINESS ASSOCIATE, its agents or subcontractors, BUSINESS ASSOCIATE shall:

- 1) Investigate such unauthorized acquisition, access, use or disclosure;
- 2) Determine whether such unauthorized acquisition, access, use or disclosure constitutes a reportable breach under the HITECH ACT; and
- 3) Document and retain its findings under clauses 1) and 2) of this Section.

b. BUSINESS ASSOCIATE shall notify COVERED ENTITY of all suspected breaches within five (5) business days of discovery. If the BUSINESS ASSOCIATE discovers that a reportable breach has occurred, BUSINESS ASSOCIATE shall notify COVERED ENTITY of such reportable breach in writing within three (3) days of the date BUSINESS ASSOCIATE discovers and determines that such breach is reportable. BUSINESS ASSOCIATE shall notify COVERED ENTITY immediately upon discovering a reportable breach of more than 500 individuals.

c. BUSINESS ASSOCIATE shall be deemed to have discovered a breach as of the first day that breach is either known to BUSINESS ASSOCIATE or any of its employees, officers or agents, other than the person who committed the breach, or by

through exercise of reasonable diligence, should have been known to BUSINESS ASSOCIATE or any of its employees, officers or agents, other than the person who committed the breach.

d. To the extent the information is available to BUSINESS ASSOCIATE, it's written notice shall include the information required by 45 CFR §164.410.

e. BUSINESS ASSOCIATE shall promptly supplement the written report with additional information regarding the breach as it obtains such information.

f. BUSINESS ASSOCIATE shall cooperate with COVERED ENTITY in meeting the COVERED ENTITY's obligations under the HITECH ACT with respect to such breach. COVERED ENTITY shall have sole control over the timing and method of providing notification of such breach to the affected individual(s), the SECRETARY and, if applicable, the media, as required by the HITECH ACT.

g. BUSINESS ASSOCIATE shall reimburse COVERED ENTITY for its reasonable costs and expenses in providing the notification, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, and costs of mitigating the harm for affected individuals whose PHI has or may have been compromised as a result of the breach. In order to be reimbursed by BUSINESS ASSOCIATE, COVERED ENTITY must provide to BUSINESS ASSOCIATE a written accounting of COVERED ENTITY's actual costs and to the extent applicable, copies of receipts or bills with respect thereto.

2.8 Availability of Internal Practices, Books and Records. BUSINESS ASSOCIATE agrees to make its internal practices, books and records relating to the use and disclosure of Health Information available to the SECRETARY, for purposes of determining COVERED ENTITY's compliance with the Privacy Regulations.

2.9 Agreement to Restriction on Disclosure. If COVERED ENTITY is required to comply with a restriction on the disclosure of PHI pursuant to Section 13405 of the HITECH ACT, then COVERED ENTITY shall, to the extent needed to comply with such restriction, provide written notice to BUSINESS ASSOCIATE of the name of the individual requesting the restriction and the PHI affected thereby. BUSINESS ASSOCIATE shall, upon receipt of such notification, not disclose the identified PHI to any health plan for the purposes of carrying out payment or health care operations, except as otherwise required by law.

2.10 Accounting of Disclosures. Upon COVERED ENTITY's request, BUSINESS ASSOCIATE shall:

a. Provide to COVERED ENTITY an accounting of each disclosure of Health Information made by BUSINESS ASSOCIATE or its employees, agents, representatives or subcontractors as required by the Privacy Regulations. For each Disclosure that requires an accounting under this Section 2.10, BUSINESS ASSOCIATE

shall track the information required by the Privacy Regulations, and shall securely maintain the information for six (6) years from the date of the Disclosure.

b. If BUSINESS ASSOCIATE is deemed to use or maintain an Electronic Health Record on behalf of COVERED ENTITY, then BUSINESS ASSOCIATE shall maintain an accounting of any disclosures made through an Electronic Health Record for treatment, payment and health care operations, as applicable. Such accounting shall comply with the requirements of the HITECH ACT.

c. Upon request by COVERED ENTITY, BUSINESS ASSOCIATE shall provide such accounting to COVERED ENTITY in the time and manner specified by the HITECH ACT.

d. Where COVERED ENTITY responds to an individual's request for an accounting of disclosures made through an Electronic Health Record by providing the requesting individual with a list of all business associates acting on behalf of COVERED ENTITY; BUSINESS ASSOCIATE shall provide such accounting directly to the requesting individual in the time and manner specified by the HITECH ACT.

2.11 Use of Subcontractors and Agents. BUSINESS ASSOCIATE shall require each of its agents and subcontractors that receive Health Information from BUSINESS ASSOCIATE to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this AGREEMENT with respect to such Health Information.

2.12 Access to Electronic Health Records.

a. If BUSINESS ASSOCIATE is deemed to use or maintain an Electronic Health Record on behalf of COVERED ENTITY with respect to PHI, BUSINESS ASSOCIATE shall provide an individual with a copy of the information contained in such Electronic Health Record in an electronic format and, if the individual so chooses, transmit such copy directly to an entity or person designated by the individual upon request, to the extent an individual has the right to request a copy of the PHI maintained in such Electronic Health Record pursuant to 45 CFR § 164.524 and makes such a request to BUSINESS ASSOCIATE.

b. BUSINESS ASSOCIATE may charge a fee to the individual for providing a copy of such information, but such fee may not exceed BUSINESS ASSOCIATE's labor costs in responding to the request for the copy.

c. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI shall otherwise apply and BUSINESS ASSOCIATE shall comply therewith as if BUSINESS ASSOCIATE were the COVERED ENTITY.

d. At COVERED ENTITY's request, BUSINESS ASSOCIATE shall provide COVERED ENTITY with a copy of an individual's PHI maintained in an

Electronic Health Record in an electronic format in a time and manner designated by COVERED ENTITY in order for COVERED ENTITY to comply with 45 CFR § 164.524, as amended by the HITECH ACT.

2.13 Limitations on Use of PHI for Marketing Purposes.

a. BUSINESS ASSOCIATE shall not use or disclose PHI for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication:

1) Complies with the requirements the definition of marketing contained in 45 CFR § 164.501; and

2) Complies with the requirements of Subparagraphs a, b or c of Section 13406(a)(2) of the HITECH ACT.

b. COVERED ENTITY shall cooperate with BUSINESS ASSOCIATE to determine if the foregoing requirements are met with respect to any such marketing communication.

**ARTICLE III
TERM AND TERMINATION**

3.1 Term. Subject to the provisions of Sections 3.2 and 3.3, the term of this AGREEMENT shall be the term of the Underlying Agreement.

3.2 Termination of AGREEMENT.

a. Upon becoming aware of a pattern of activity or practice of either PARTY that constitutes a material breach or violation of obligations under the AGREEMENT, the non-breaching PARTY shall immediately notify the PARTY in breach.

b. Notification shall be provided in writing and shall specify the nature of the breach.

c. With respect to such breach or violation, upon receiving notice of the violation the non-breaching PARTY shall:

1) Allow the breaching PARTY thirty (30) days to take reasonable steps to cure such breach or end such violation; and

2) Terminate this AGREEMENT, if cure is either not possible or unsuccessful; and

3) Report the breach or violation to the SECRETARY if such termination is not feasible.

d. Upon termination of this AGREEMENT for any reason, BUSINESS ASSOCIATE shall return or destroy all PHI consistent with Section 3.4 as follows:

1) BUSINESS ASSOCIATE shall destroy PHI in a manner that renders the PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH ACT and shall certify in writing to COVERED ENTITY that such PHI has been destroyed in compliance with such standards; or

2) Return of PHI shall be made in a mutually agreed upon format and timeframe and at no additional cost to BUSINESS ASSOCIATE.

e. Where return or destruction are not feasible, BUSINESS ASSOCIATE shall continue to extend the protections of the AGREEMENT to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible.

3.3 Termination for Breach. COVERED ENTITY may terminate the Underlying Agreement and this AGREEMENT upon thirty (30) days written notice in the event: (a) BUSINESS ASSOCIATE does not promptly enter into negotiations to amend this AGREEMENT when requested by COVERED ENTITY pursuant to Section 4.2 or (b) BUSINESS ASSOCIATE does not enter into an amendment to this AGREEMENT providing assurances regarding the safeguarding of Health Information that the COVERED ENTITY, deems sufficient to satisfy the standards and requirements of HIPAA and the HITECH ACT.

3.4 Disposition of Health Information Upon Termination or Expiration. Upon termination or expiration of this AGREEMENT, BUSINESS ASSOCIATE shall either return or destroy, in COVERED ENTITY's sole discretion and in accordance with any instructions by COVERED ENTITY, all Health Information in the possession or control of BUSINESS ASSOCIATE and its agents and subcontractors. In such event, BUSINESS ASSOCIATE shall retain no copies of such Health Information. If BUSINESS ASSOCIATE determines that neither return nor destruction of Health Information is feasible, BUSINESS ASSOCIATE shall notify COVERED ENTITY of the conditions that make return or destruction infeasible, and may retain Health Information provided that BUSINESS ASSOCIATE: (a) continues to comply with the provisions of this AGREEMENT for as long as it retains Health Information, and (b) further limits uses and disclosures of Health Information to those purposes that make the return or destruction of Health Information infeasible.

ARTICLE IV MISCELLANEOUS

4.1 Indemnification. Notwithstanding anything to the contrary in the Underlying Agreement, BUSINESS ASSOCIATE agrees to indemnify, defend and hold harmless COVERED ENTITY and COVERED ENTITY's employees, directors, officers, subcontractors or agents against all damages, losses, lost profits, fines, penalties, costs or expenses (including

reasonable attorneys' fees) and all liability to third parties arising from any breach of this AGREEMENT by BUSINESS ASSOCIATE or its employees, directors, officers, subcontractors, agents or other members of BUSINESS ASSOCIATE's workforce. BUSINESS ASSOCIATE's obligation to indemnify shall survive the expiration or termination of this AGREEMENT.

4.2 Amendment to Comply with Law. The PARTIES acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this AGREEMENT may be required to provide for procedures to ensure compliance with such developments. The PARTIES specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH ACT and other applicable laws relating to the security or confidentiality of Health Information. The PARTIES understand and agree that COVERED ENTITY must receive satisfactory written assurance from BUSINESS ASSOCIATE that BUSINESS ASSOCIATE will adequately safeguard all Health Information that it receives or creates on behalf of COVERED ENTITY. Upon COVERED ENTITY's request, BUSINESS ASSOCIATE agrees to promptly enter into negotiations with COVERED ENTITY, concerning the terms of any amendment to this AGREEMENT embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH ACT or other applicable laws.

4.3 Modification of Agreement. No alteration, amendment, or modification of this AGREEMENT shall be valid or effective unless in writing and signed the PARTIES.

4.4 Non-Waiver. A failure of any PARTY to enforce at any time any term, provision or condition of this AGREEMENT, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein. Waiver of any term, provision or condition of this AGREEMENT shall not be valid unless in writing, signed by the waiving PARTY and only to the extent set forth in such writing.

4.5 Agreement Drafted By All Parties. This AGREEMENT is the result of arm's length negotiations between the PARTIES and shall be construed to have been drafted by all PARTIES such that any ambiguities in this AGREEMENT shall not be construed against either PARTY.

4.6 Severability. If any provision of this AGREEMENT is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

4.7 No Third Party Beneficiaries. There are no third party beneficiaries to this AGREEMENT.

4.8 Counterparts. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original and will become effective and binding upon the PARTIES as of the effective date at such time as all the signatories hereto have signed a counterpart of this AGREEMENT.

4.9 Notices. The PARTIES designate the following to accept notice on their behalf:

If to BUSINESS ASSOCIATE:

Attn: Ms. Terri Balliet, Chief Operating Officer
Gulf Coast Jewish Family and Community Services, Inc.
14041 Icot Blvd. Clearwater, FL 33760

If to COVERED ENTITY:

Abigail Stanton, HIPAA Privacy Officer
440 Court Street, 2nd Floor
Clearwater, FL 33756

4.10 Applicable Law and Venue. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. 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 courts located in or nearest to Pinellas County, Florida.

4.11 Interpretation. This AGREEMENT shall be construed in a manner that will cause the PARTIES to comply with the requirements of HIPAA and the HITECH ACT.

IN WITNESS WHEREOF, each of the undersigned has caused this AGREEMENT to be duly executed in its name and on its behalf effective as of this ____ day of _____, 2021.

COVERED ENTITY:

Pinellas County Human Services

By: _____

Print Name: _____

Print Title: _____

BUSINESS ASSOCIATE:

Gulf Coast Jewish Family and Community Services, Inc.

DocuSigned by:
Sandra Braham
By: 2143A7A40FF045F...

Print Name: Sandra Braham

Print Title: President & CEO

**APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY**

By: _____
Assistant County Attorney

Data Sharing Agreement

WHEREAS, homelessness, substance abuse, mental health services, and human services are issues which cross many systems; and

WHEREAS, Pinellas County is interested in including program and service related information in the Pinellas County Data Collaborative (hereinafter referred to as ("Data Collaborative")), to better understand cross-system involvement; and

WHEREAS, organizations within Pinellas County are interested in understanding the extent that client populations move within systems to better serve the population needs; and

WHEREAS, the County is a member of the Data Collaborative; and

WHEREAS, the Data Collaborative has the ability to receive and analyze data in a secure manner to provide valuable system information.

NOW, THEREFORE in consideration of the following agreements, the parties do hereby covenant and agree to the following:

1. The Agency will provide program information to include operational, fiscal, client service, and other program information in electronic format to the County for the sole purpose of research and policy development. This information will be provided quarterly or on an as needed basis as defined by the County.
2. This information will be crossed through the Data Collaborative with systems containing state and local information about involvement in criminal justice, human services, mental health, substance abuse, EMS and other systems as available for the sole purpose of understanding cross-system involvement for policy and planning.
3. The County will assure that the information used by the Data Collaborative will not be released, shared, or transferred in an identifiable manner to any organization and will be stored in a HIPAA compliant location.
4. The County will assure that confidential nature of any and all information with respect to any records and reports created or disseminated is maintained. The Parties also agree that the information will be used only for the purpose for which it was provided.
5. Modification of this agreement shall be made only by the consent of both Parties and shall include a written document setting forth the modifications and signed by both Parties. This agreement may be terminated with 30 days written notice to the other party.
6. The Parties shall assist in the investigation of injury or damages for or against either party pertaining to their respective areas of responsibility or activities under this contract and shall contact the other party regarding the legal actions deemed appropriate to remedy such damage or claims.

Attachment 4**PATIENT AUTHORIZATION FOR DISCLOSURE OF HEALTH INFORMATION Page 87 of 89**

Client Name: _____ Date of Birth: ____/____/____ MR#: _____

Address: _____ City: _____ State: _____ Zip: _____

Email Address: _____ Phone: _____

I understand that my records are protected under the federal and state regulations governing the confidentiality and privacy of medical records and protected alcohol and drug abuse health information under 42 CFR, Part 2 and the Health Insurance Portability and Accountability act of 1996 (HIPAA) 45 CFR parts 160 and 164 and cannot be disclosed without my written authorization unless otherwise provided for by the regulations.

I hereby authorize any of the parties designated below to communicate with one another through disclosure, receipt, and use of my confidential information for purposes of evaluating my need, coordinating, and/or providing services to me.

AUTHORIZED PARTIES (CLIENT INITIALS ALL THAT APPLY)

- ____ Catholic Charities Attention To: _____
- ____ Goodwill Attention To: _____
- ____ Homeless Leadership Alliance Attention To: _____
- ____ Salvation Army Attention To: _____
- ____ St Pete Housing Authority Attention To: _____
- ____ Vincent House Attention To: _____
- ____ 211 Tampa Bay Cares Attention To: _____
- ____ Central Florida Behavioral Health Network Attention To: _____
- ____ Juvenile Welfare Board Attention To: _____
- ____ Mental Health Resource Center Attention To: _____
- ____ National Alliance on Mental Illness Attention To: _____
- ____ Department of Corrections Attention To: _____
- ____ Office of Public Defender Attention To: _____
- ____ Clearwater Police Department Attention To: _____
- ____ Pinellas County Sheriff's Office Attention To: _____
- ____ St. Petersburg Police Department Attention To: _____
- ____ Boley Centers Attention To: _____
- ____ Directions for Living Attention To: _____
- ____ Gulfcoast Jewish Family and Community Services Attention To: _____
- ____ Operation PAR Attention To: _____
- ____ Personal Enrichment through Mental Health Services Attention To: _____
- ____ Suncoast Center Inc. Attention To: _____
- ____ Tampa Crossroads Attention To: _____
- ____ Westcare Attention To: _____
- ____ Windmoor Attention To: _____
- ____ Baycare Health System Attention To: _____
- ____ Bay Pines VA Attention To: _____
- ____ HCA Largo Medical Center Attention To: _____
- ____ Pinellas County Human Services Attention To: _____
- ____ Pinellas County Public Schools Attention To: _____
- ____ Florida Department of Juvenile Justice Attention To: _____
- ____ Other [specify] _____

Attachment 4

Page 88 of 89

The nature and amount of information that may be disclosed, received and/or used by the parties pursuant to this authorization is as follows:

- ☐ My identity as an applicant for, or recipient of treatment services
☐ Psychosocial Assessment
☐ Treatment Plans
☐ Psychiatric Evaluation, Diagnosis, Medication Management Notes
☐ Psychotherapy Progress Notes
☐ Lab Results
☐ Attendance and Compliance Records
☐ Date and Status of Discharge
☐ Other [specify] _____

I understand that the information in my health record may include information relating to sexually transmitted disease, acquired or mental health services, and treatment of alcohol or drug abuse.

State and federal law protect the following information. If this information applies to you, please indicate if you would like this information released/obtained:

Alcohol, Drug, or Substance Abuse Records ☐ Yes ☐ No
 HIV Testing and Results ☐ Yes ☐ No
 Genetic Records ☐ Yes ☐ No

Purpose for requesting information: ☐ Legal ☐ Insurance ☐ Personal ☐ Continuation of Care

Disclosure Format (Paper is default if not marked): ☐ US Mail ☐ Fax ☐ E-mail ☐ Electronic

By signing this authorization form, I understand that:

- My records are in privileged and confidential status, I am waiving that status for the purpose contained within this authorization.
- Requests for copies of medical records are subject to reproduction fees in accordance with federal/state regulations.
- I have the right to revoke this authorization at any time. Revocation must be made in writing and presented or mailed to the Health Information Management Department at the following address: 4024 Central Avenue, St. Petersburg, FL 33711. Revocation will not apply to information that has already been disclosed in response to this authorization.
- Unless otherwise revoked, this authorization will expire on the following date/event/condition: _____. If I fail to specify an expiration date/event/condition, this authorization will expire one year from the date signed.
- I understand that I might be denied services if I refuse to consent to a disclosure for purposes of treatment, payment or health care operations if permitted by state law. I will not be denied services if I refuse to consent to a disclosure for other purposes.
- Any disclosure of information carries with it the potential for unauthorized re-disclosure, and the information may not be protected by federal confidentiality rules.

Patient or Authorized Representative Signature: _____ Date: _____

Print Name: _____ Relationship to Patient (if applicable) _____
 (Legal papers must accompany release) (If patient is a minor and unable to sign)

Witness Signature: _____ Date: _____

TO BE VALID THIS FORM MUST BE FILLED OUT COMPLETELY

Attachment 5

Agreement Modification Request
Human Services and Justice Coordination

For budget reallocation or minor agreement language modifications.

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

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

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

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

Agency Authorized Signature:		Date:
Name & Title:		

PINELLAS COUNTY HUMAN SERVICES – OFFICE USE ONLY		
PROJECT MANAGER certifies this modification is line with the Contract Scope and Budget:		Date
Approval GRANT/CONTRACT MANAGER		Date
Approval CONTRACTS DIVISION DIRECTOR		Date
Approval HUMAN SERVICES DEPARTMENT DIRECTOR		Date