

**EMERGENCY SOLUTIONS GRANT PROGRAM  
SPECIFIC PERFORMANCE AGREEMENT**

This EMERGENCY SOLUTIONS GRANT PROGRAM SUBAWARD (AGREEMENT), is made and entered into this 8 day of March, 2018, by and between **Pinellas County (COUNTY)**, a political subdivision of the State of Florida, having its principal office at 315 Court Street, Clearwater, Florida 33756 and **Directions for Mental Health, Inc. d/b/a Directions for Living, (AGENCY)**, a not-for-profit corporation organized under the laws of the State of Florida, having its principal office at 1437 South Belcher Road, Clearwater, Florida 33764:

WHEREAS, the **COUNTY'S** long term community development goal is to develop livable communities by providing decent housing, a suitable living environment and expanded economic opportunities, principally for persons of low and moderate income, and to aid in the prevention and elimination of slums and blight; and

WHEREAS, the **COUNTY'S** 2017-2018 Annual Action Plan (Action Plan) includes Emergency Solutions Grant funds from the U.S. Department of Housing and Urban Development (HUD) under the Stewart B. McKinney Homeless Assistance Act of 1987, Title IV, Subtitle B, as amended; the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), as amended, and the McKinney-Vento Homeless Assistance Act, as amended, to provide homeless shelter, housing assistance, essential services and other assistance to eligible beneficiaries in order to prevent individuals and families from becoming homeless; and

WHEREAS, the 2017-2018 Action Plan certifies the **COUNTY'S** compliance with Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), and Emergency Solutions Grant (ESG) regulations and specifies projects to be funded under those grants; and

WHEREAS, the Board of County Commissioners, in Resolution 17-37, approved the 2017-2018 Action Plan; and

WHEREAS, HUD has approved the **COUNTY'S** Action Plan and use of funds for the activities identified in the Action Plan; and

WHEREAS, the **Directions for Living Homeless Services Operations** was approved as a project in the Action Plan; and

WHEREAS, as a result of the submission and approval of the **COUNTY'S** Action Plan, **COUNTY** and HUD have entered into a Funding Approval/Agreement (AGREEMENT); and

WHEREAS, the **COUNTY** will serve as a pass-through entity for **AGENCY** to receive ESG funding for the project; and

WHEREAS, under ESG and other applicable Federal laws, it is required that the **COUNTY** and the **AGENCY** enter into a written subrecipient AGREEMENT for the implementation of this activity; and

WHEREAS, Pinellas County Planning Department (DEPARTMENT) administers ESG funding on behalf of the **COUNTY**; and

WHEREAS, the **AGENCY** has requested funding for salaries and indirect costs for engagement and case management for Direction's homeless services programs for families with children; and

WHEREAS, it is beneficial to the **COUNTY** to contract with said qualified agency to assist in essential service salaries to carry out local outreach services and the DEPARTMENT has determined that the **AGENCY** is qualified to administer ESG funds; and

NOW, THEREFORE, in consideration of the mutual performance of the promises and covenants contained herein, **COUNTY** and **AGENCY** agree as follows:

**1. PROJECT DESCRIPTION**

- a) **AGENCY** shall locate, identify, and build relationships with unsheltered homeless families and engage them for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs.
- b) **AGENCY** shall provide case management to homeless individuals engaged through the **AGENCY'S** Homeless Outreach Services Program. **AGENCY** shall assess housing and service needs, arrange, coordinate, and monitor the delivery of individualized services to meet the needs of the program participant. Eligible case management services and activities include using coordinated entry; conducting initial evaluations required under §576.401(a), including verifying and documenting eligibility; counseling; developing, securing and coordinating services; obtaining Federal, State, and local benefits; monitoring and evaluating program participant progress; providing information and referrals to other providers; and developing an individualized housing and service plan, including planning a path to permanent housing stability.
- c) **COUNTY** shall provide funding to **AGENCY** under this AGREEMENT for the reimbursement of the partial payment of essential service salaries related to engagement and case management through the **AGENCY'S** Homeless Outreach Services Program.
- d) **AGENCY** shall administer engagement and case management under the Street Outreach component of the ESG grant in a manner consistent with the Written Standards for Provisions of ESG Assistance outlined in **Attachment E** of this AGREEMENT.
- e) **AGENCY** shall ensure that data on all persons served and all activities assisted under this AGREEMENT are entered in the Pinellas Homeless Management Information System (PHMIS) in accordance with HUD's standards on participation, data collection, and reporting requirements. **AGENCY** shall submit reports as required
- f) **AGENCY** shall use the Pinellas County Continuum of Care Coordinated Entry System.

- g) **AGENCY** shall provide for participation of homeless individuals or formerly homeless individuals on its board of directors or equivalent policy-making entity that considers and makes policies and decisions regarding any facility, services, or other assistance received through this AGREEMENT. Further, to the maximum extent practicable, **AGENCY** shall involve homeless individuals and families, through employment or as volunteers, in providing services assisted through this AGREEMENT.
- h) **AGENCY** agrees that any equipment purchases to be reimbursed under this AGREEMENT shall be approved in advance by **COUNTY**, if expense is estimated to be \$500 or more. **AGENCY** agrees that it is **AGENCY'S** responsibility to notify **COUNTY** and provide two bids with notice of said items. Any said purchases made without prior **COUNTY** approval shall not be eligible for reimbursement.
- i) All the above subsections of this section are collectively referred to as the "PROJECT." The scope of the PROJECT shall not be altered without written approval of the **COUNTY** through DEPARTMENT.

## **2. MONITORING**

- a) **COUNTY** shall have the right to monitor the **AGENCY** to ensure funding provided by this AGREEMENT is used for authorized purposes, and that performance goals are achieved by evaluating performance against goals and standards as stated above.
- b) All records pertaining to this AGREEMENT, including but not limited to financial, statistical, property and programmatic records shall be retained for five (5) years from ending date of the **COUNTY'S** fiscal year (October 1 through September 30) in which this AGREEMENT is paid in full, expired, or terminated. All records, however, that are subject to audit findings shall be retained for five (5) years in the manner prescribed above or until such audit findings have been resolved, whichever is later. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the Statutes of the State of Florida.
- c) Depending on the **COUNTY'S** assessment of risk of performance by **AGENCY**, additional requirements may be imposed on the **AGENCY**, including training, technical assistance, desktop and on-site reviews.
- d) Substandard performance as determined by the **COUNTY** will constitute noncompliance with this AGREEMENT.

## **3. TERM OF AGREEMENT**

This AGREEMENT shall become valid and binding upon proper execution by the parties hereto, and unless terminated pursuant to the terms herein, shall continue in full force and effect until **September 30, 2018**, or until **COUNTY'S** full and complete disbursement of ESG funding, whichever comes first. **AGENCY** may use the funds provided herein to cover eligible Project expenses incurred by the **AGENCY** between **October 1, 2017** and **September 30, 2018**.

**4. FUNDING**

- a) **COUNTY**, through DEPARTMENT, shall pay **AGENCY** a maximum of **\$82,987.00 (Eighty-Two Thousand Nine Hundred Eighty-Seven and NO/100 Dollars)** in ESG funding for the Project described in Section 1 (“Project Description”) of this AGREEMENT.
- b) If **AGENCY** receives notification from a third-party funding source of an offer for additional funding to complete the Project, **AGENCY** shall notify **COUNTY** in writing within thirty (30) days of receiving notification, and submit a cost allocation plan for approval by **COUNTY** within forty-five (45) days of said notification. Should **AGENCY** collect any third party payments for eligible activities for which **COUNTY** has reimbursed **AGENCY**, **AGENCY** shall reimburse **COUNTY** up to the total amount reimbursed by **COUNTY**.
- c) **COUNTY** shall pay **AGENCY**, on a reimbursement basis only, for all allowable agreed upon expenses to complete the Project. Reimbursement will be provided only for costs that can be documented as being directly related to the Project, “including allowable indirect costs, if pre-approved in the award letter.” Project Budget shall consist of, and be limited to, the following expenditures, shown on the following page, and be documented in accordance with 2 C.F.R. Part 200.413 and 2 C.F.R. Part 200.414; however, the **AGENCY** may reallocate funds for allowable direct costs, or move funds between Project Budget line items as long as the net cost line item modification does not exceed ten percent (10.0%) of the total maximum funding amount under this AGREEMENT.
- d) **AGENCY** shall maintain books, records, documents, and other evidence pertaining to the Project and all costs and expenses incurred and revenues received under this AGREEMENT in sufficient detail to reflect all activities undertaken in connection with the Project and all costs, direct and indirect, of labor, materials, equipment, supplies, and services, for which reimbursement is requested under this AGREEMENT.
- e) **AGENCY** shall submit supporting documentation with each request for reimbursement of actual costs incurred by **AGENCY** in carrying out the Project as described in Project Description. All requests must be approved by **COUNTY**, through the DEPARTMENT, prior to payment. The DEPARTMENT will provide **AGENCY** with a “Request for Reimbursement” form.
- f) Upon receipt and acceptance of a complete reimbursement request, **COUNTY** shall pay **AGENCY** in accordance with 2 C.F.R. 200.305(b) (3) (Payment).
- g) Should **AGENCY** fail to submit adequate supporting documentation with each request for payment as required by **COUNTY**, the **COUNTY** may disapprove the request.
- h) It is understood that this AGREEMENT is funded in whole or in part with ESG funds provided to **COUNTY** by HUD and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the **COUNTY** may prescribe.

<b>Project Budget</b>	<b>Amount</b>
<b>Direct Costs:</b>	
Case Management Salaries	\$64,000.00
Fringe Benefits for Program Delivery Salaries	\$11,443.00
<b>Indirect Cost Rate</b> (choose only one of the following, or insert "N/A" if not requesting reimbursement for indirect costs)	<b>N/A</b>
___ % Federally Negotiated Rate	
10% de Minimis rate of Modified Total Direct Costs (MTDC)	\$7,544.00
<b>TOTAL:</b>	<b>\$82,987.00</b>

Per Section 4 (c), the **AGENCY** may reallocate funds for allowable direct costs, or move funds between Project Budget line items as long as the net cost line item modification does not exceed ten percent (10.0%) of the total maximum funding amount under this AGREEMENT.

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- i) **AGENCY** agrees that in the event that any grant is reduced or withheld by HUD, **COUNTY** shall not be liable for payment of Project expenses remaining unfunded by said reduced or withheld amount of the grant, with the exception of services or activities contracted by the **AGENCY**, prior to notification by HUD to **COUNTY** of grant reduction or grant funding withheld.
- j) In the event that HUD determines that **AGENCY** has not fulfilled its obligations in accordance with the requirements applicable to the grant and/or requests reimbursement of expenses paid under this AGREEMENT, **AGENCY** shall provide said reimbursement from non-federal sources within ten (10) days of said notice from **COUNTY**.
- k) **AGENCY** shall insure recognition of the role of the **COUNTY** in providing funding through this AGREEMENT. Where possible, all media, press releases, and publications utilized pursuant to this AGREEMENT shall be prominently labeled as to the funding source.
- l) **AGENCY** shall comply with all other requirements in **Attachment A**, Financial and Administrative Requirements, and **Attachment B**, Employment and Personnel Requirements, adopted and incorporated herein.

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**5. SPECIFIC GRANT INFORMATION:**

2 C.F.R. Part 200.331(a) (1) (Federal Award Identification) requires that certain specific information about the Grant be included in this AGREEMENT. Such information, consistent with the accordant subsections under 2 C.F.R. Part 200.331(a)(1), follows:

(a)	Subgrantee's Name	Directions for Mental Health, Inc. d/b/a Directions for Living
(b)	Subgrantee's DUNS Number	177760899
(c)	Federal Award Identification Number (FAIN)	E-17-UC-12-0005
(d)	Federal Award Date	October 19, 2017
(e)	Subaward Period of Performance Start and End Date	October 1, 2017 - September 30, 2018
(f)	Amount of Federal Funds Obligated by this Action ( <i>"by the pass-through entity to the subgrantee"</i> )	\$82,987.00
(g)	Total Amount of Federal Funds Obligated to Subgrantee ( <i>"by the pass-through entity including the current obligation"</i> ) including other SPA's	\$82,987.00
(h)	Total Amount of the Federal Award ( <i>"committed to the subgrantee by the pass-through entity."</i> )	\$82,987.00
(i)	Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Provision of funding for salaries and indirect costs for outreach engagement and homeless case management services.
(j)	Name of Federal Awarding Agency	U. S. Department of Housing and Urban Development (HUD)
(k)	Pass-Through Entity, GRANTEE	Pinellas County
(l)	Contact Information for Awarding Official, GRANTEE	Bruce Bussey, Community Development Division Manager, 310 Court Street, Clearwater, FL 33756 – Phone : 727-464-8257
(m)	CFDA Number and Name	14.231 Emergency Solutions Grant Program
(n)	Amount Made Available Under Each Federal Award	\$222,856.00
(o)	Identification of Whether the Award is R&D	Award not for R&D
(p)	Indirect Cost Rate for the Federal Award (including if the de Minimis rate is charged)	10% de Minimis Rate

## **6. USE AND REVERSION OF ASSETS**

Although no program income, as defined by 2 CFR 200.80, is anticipated as a result of this Project, any such income received by **AGENCY** is to be returned to **COUNTY** within thirty (30) days of receipt of such funds. Upon completion of the Project, **AGENCY** shall transfer to **COUNTY** any grant funds on hand and any accounts receivable attributable to the use of those funds.

## **7. DEFAULT**

The **AGENCY** will be in default of this AGREEMENT, if **AGENCY** materially fails to perform under this agreement, including but not limited to:

- a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, executive orders, or HUD guidelines, policies or directives as may become applicable at any time;
- b) Failure, for any reason, of the **AGENCY** to fulfill in a timely and proper manner its obligations under this AGREEMENT;
- c) Ineffective or improper use of funds provided under this AGREEMENT; or
- d) Submission by the **AGENCY** to **COUNTY** of reports that are incorrect or incomplete in any material respect.

In the event of a default by **AGENCY**, **COUNTY** may impose additional conditions, including requiring additional information from **AGENCY** to determine reasons for, or extent of, noncompliance or lack of performance, withhold authority to proceed to the next phase, require additional project monitoring, require the **AGENCY** to obtain technical or management assistance. **COUNTY** may also give **AGENCY** a reasonable opportunity to cure the default; reasonableness shall be determined by **COUNTY** and shall be based upon the nature and extent of the default.

## **8. REMEDIES**

In the event of a default, **COUNTY** shall be entitled, in addition to all other remedies provided in law or equity:

- a) To compel specific performance by **AGENCY** of its obligations under this AGREEMENT;
- b) In accordance with 2 C.F.R. Part 200.338, if **COUNTY** determines in its sole discretion that non-compliance or non-performance of the terms of the AGREEMENT cannot be remedied by the imposition of additional conditions, or if **COUNTY** determines that an opportunity to cure the default is unwarranted or will likely be ineffective, **COUNTY** may take one or more of the following actions upon seven (7) calendar days' notice in writing to **AGENCY**:
  - i. Temporarily withhold reimbursement requests pending correction of the identified deficiency;
  - ii. Disallow use of funds and any applicable matching credit for all, or a part of the cost of the activity or action not in compliance;



- iii. Initiate suspension or debarment proceedings;
- iv. Withhold further Federal awards for the project or program;
- v. Wholly or partly suspend or terminate the AGREEMENT; or
- vi. Take any other legal or equitable action available.

Per 2 C.F.R. Part 200.341, **AGENCY** will be entitled to hearings, appeals or other administrative proceedings to which **AGENCY** is entitled under any statute or regulation applicable to the action involved.

## **9. TERMINATION**

Termination for cause. This AGREEMENT may be terminated by **COUNTY** for cause in accordance with Section 8 herein (Remedies).

Termination for convenience. This AGREEMENT may be terminated by **COUNTY** or **AGENCY**, in whole or in part, upon sixty (60) days written notice by the terminating party, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination initiated by **AGENCY**, the **COUNTY** determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the **COUNTY** may terminate the award in its entirety. When applicable, the **COUNTY** will follow requirements per 2 C.F.R. Part 200.339 for reporting termination of AGREEMENT to the OMB-designated integrity and performance system, System for Award Management (SAM) database.

Closeout. Upon termination in whole or in part, the parties hereto remain responsible for compliance with the requirements in 2 C.F.R. Part 200.343 (Closeout) and 2 C.F.R. Part 200.344 (Post-closeout adjustments and continuing responsibilities).

Effects of Termination. Costs to the **AGENCY** resulting from obligations incurred by the **AGENCY**, or during a suspension after termination of the AGREEMENT are not allowable unless the **COUNTY** otherwise expressly authorizes **AGENCY** in the notice of suspension or termination. Costs to the **AGENCY** during suspension or after termination are allowable if resulting from obligations, which were properly incurred before the effective date of suspension or termination, or if the costs would be allowable if the AGREEMENT was not suspended or expired normally at the end of the AGREEMENT in which the termination takes effect.

## **10. HOLD HARMLESS**

**AGENCY** shall indemnify, save and hold **COUNTY** and all of its departments, officers and employees, harmless from and against all costs, expenses, liabilities, suits, claims, losses, damages, and demands of every kind or nature, by or on behalf of any person or persons whomsoever or whatsoever arising out of or in any manner resulting from or connected with any accident, injury, death or damage which may happen during the time period covered by this AGREEMENT for activities performed under the administration and direction of said **AGENCY**. **AGENCY** will defend any actions or suits brought against **COUNTY** by reason of **AGENCY'S** failure or neglect in complying with any of the conditions and

obligations of this AGREEMENT, or any tort liability arising out of actions of **AGENCY** or any of its agents or subcontractors.

**11. INSURANCE**

- a) **AGENCY** shall procure, pay for and maintain insurance coverage per **Attachment C**, Insurance Requirements.
- b) **AGENCY** shall furnish **COUNTY**, or its designee, with properly executed Certificate of Insurance, which shall clearly evidence all insurance required in this section prior to commencement of Project. The certificates will, at a minimum, list exclusions, limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be cancelled or allowed to expire except on thirty (30) days prior written notice to the **COUNTY**.

**12. NOTICES; AGREEMENT REPRESENTATIVES**

- a) Notices required by this AGREEMENT shall be in writing and delivered via mail (postage required), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notices delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other communications under this AGREEMENT shall be addressed to the individuals in the capacities indicated below, unless otherwise identified in this AGREEMENT or modified by subsequent written notice.
- b) Project shall be conducted and administered under the direction of **AGENCY** representative. Unless otherwise specified herein or necessary, **AGENCY** representative shall coordinate Project implementation with **COUNTY** representative (Project Manager). Further, unless otherwise stipulated herein or necessary, all notices, invoices, payments, reports, and other written communications shall be conducted and exchanged between the representatives for **AGENCY** and **COUNTY**, the contact information for whom follows:

COUNTY REPRESENTATIVE:

Maggie Miles  
Project Manager  
Pinellas County Planning Department  
440 Court Street, 2<sup>nd</sup> Floor  
Clearwater, Florida 33756  
Telephone: 727-464-8210  
Fax: 727-464-8263  
Email: mmiles@pinellascounty.org

AGENCY REPRESENTATIVE:

Michelle Furan-Sullivan  
Chief Financial Officer  
Directions for Mental Health d/b/a  
Directions for Living  
1437 South Belcher Road  
Clearwater, Florida 33764  
Telephone: 727-524-4464 x1708  
Fax: 727-524-4474  
Email: mfuran-sullivan@directionsforliving.org

### 13. MODIFICATIONS

- a) **COUNTY** or **AGENCY** may amend this AGREEMENT at any time to conform with Federal, state or local governmental guidelines and policies, or for other reasons provided that such amendments make specific reference to this AGREEMENT, and are executed in writing, signed by a duly authorized representative of **COUNTY** and **AGENCY**, and approved by the **COUNTY'S** governing body. Such amendments will not invalidate this AGREEMENT, nor relieve or release the **COUNTY** or **AGENCY** from its obligations under this AGREEMENT.
- b) Modifications to this AGREEMENT that do not result in an increase of funding, change the purpose or project description of this AGREEMENT, or otherwise amend the terms of this AGREEMENT shall be submitted in the format prescribed and provided by the **COUNTY** in **Attachment D**, Modification Form.
- c) **COUNTY** reserves the right to reduce the amount of funding when **COUNTY'S** fiscal monitoring indicates that **AGENCY'S** rate of expenditure will result in unspent funds at the end of the program year. Changes in the amount of funds will be done after consultation with **AGENCY**. Such changes shall be incorporated into this AGREEMENT by written amendments.

### 14. ASSIGNABILITY

- a) **AGENCY** shall not assign any interest in this AGREEMENT or otherwise transfer interest in this AGREEMENT without the prior written approval of **COUNTY**. All requirements of this AGREEMENT shall be applicable to any subcontracts entered into under this AGREEMENT and it shall be **AGENCY'S** responsibility to ensure that all requirements are included in said subcontracts and all subcontractors abide by said requirements.
- b) **AGENCY** shall not pledge, mortgage this grant award, or any interest therein or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the written approval of the **COUNTY**.

### 15. GOVERNING LAW

**AGENCY** agrees to comply with the following Federal laws incorporated herein by reference as though set forth in full, which shall govern this AGREEMENT except as otherwise provided herein:

- a) Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42.U.S.C. 11371-11378);
- b) Terms and conditions of the government grants under Title IX, Subchapter C, Part I of the Omnibus Budget Reconciliation Act of 1993 (26 U.S.C. 1391, et seq.);
- c) Title 24 of the Code of Federal regulations, 576 (HUD regulations concerning ESG);

- d) 24 CFR part 5, subpart A, including nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a) and the housing counseling requirements at 24 CFR 5.111.
- e) The "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," codified at 2 C.F.R. Part 200; and
- f) Any and all laws, statutes, ordinances, rules, regulations or requirements of the Federal, State or local governments, and any agencies thereof, which relate to or in any manner affect the performance of this AGREEMENT.

Further, **AGENCY** agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing **AGENCY'S** organization and governing the Award provided under this AGREEMENT. **AGENCY** further agrees to utilize funds available under this AGREEMENT to supplement rather than supplant funds otherwise available. This AGREEMENT incorporates all terms and conditions of the Grant and are hereby imposed upon **AGENCY**. Moreover, those rights reserved by HUD in the Grant are hereby reserved by the **COUNTY** to the extent permitted by law.

The laws of the State of Florida shall otherwise govern this AGREEMENT.

#### **16. RELATIONSHIP OF THE PARTIES**

Nothing contained in this AGREEMENT is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. **AGENCY** will at all times remain an independent entity with respect to performance of the Project. **COUNTY** will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the **AGENCY** is an independent entity.

#### **17. PERFORMANCE WAIVER**

**COUNTY'S** failure to act with respect to a breach by **AGENCY** does not waive its right to act with respect to subsequent or similar breaches. The failure of the **COUNTY** to exercise or enforce any right or provision will not constitute a waiver of such right or provision. A waiver by one party of the other party's performance shall not constitute a waiver of any subsequent performance required by such other party. No waiver shall be valid unless it is in writing and signed by authorized representatives of both parties.

#### **18. SEVERABILITY**

If any provision of this AGREEMENT is held invalid, the remainder of this AGREEMENT will not be affected thereby and all other parts of this AGREEMENT will nevertheless be in full force and effect.

#### **19. ENTIRE AGREEMENT**

This AGREEMENT constitutes the entire AGREEMENT between **COUNTY** and **AGENCY** for the use of

funds received under this AGREEMENT and it supersedes all prior communications and proposals, whether electronic, oral, or written between **COUNTY** and **AGENCY** with respect to this AGREEMENT.

**COUNTY** and **AGENCY** may execute this AGREEMENT in counterparts, each of which is deemed an original and all of which constitute only one AGREEMENT.

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IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed, the day and year first above written.

\*Note: Two witnesses are required\*

**ATTEST:**

**PINELLAS COUNTY, FLORIDA**  
a political subdivision, by and through its  
County Administrator

Della Klug  
Witness #1 Signature

By:   
Mark Woodard, County Administrator


Della Klug  
Print or Type Name

Date: March 8, 2018

s/Jo Lugo  
Witness #2 Signature

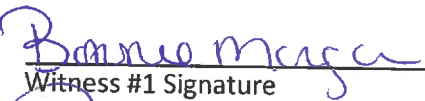
Jo Lugo  
Print or Type Name

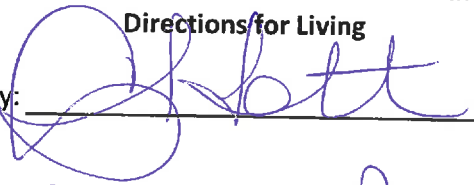
APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By:   
Chelsea D. Hardy, Assistant County Attorney

**ATTEST:**


**AGENCY: Directions for Mental Health d/b/a  
Directions for Living**

  
Witness #1 Signature

By: 

Bonnie Morgan  
Print or Type Name

April Lott President & CEO  
Name/Title

  
Witness #2 Signature

Date: 2/28/18

RUTH BROWN-RICHARDS  
Print or Type Name

## ATTACHMENT A – FINANCIAL AND ADMINISTRATIVE REQUIREMENTS

### A1. FINANCIAL MANAGEMENT

- a) **Accounting Standards.** AGENCY agrees to comply with 2 C.F.R. Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- b) **Cost Principles.** AGENCY will administer its program in conformance with 2 C.F.R. Part 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.
- c) **Duplication of Costs.** AGENCY certifies that work to be performed under this AGREEMENT does not duplicate any work to be charged against any other contract, subcontract or other source.

### A2. REQUIRED WRITTEN POLICIES, PROCEDURES

- a) **General.** AGENCY will provide the following written policies or procedures in accordance with 2 C.F.R. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 24 C.F.R. 5.106:
  - i. Conflict of Interest Policy, in accordance with 2 C.F.R. 200.112 (Conflict of Interest), 2 C.F.R. 200.318(c) (General Procurement Standards)
  - ii. Cost Allowability Procedures for determining the allowability of costs in accordance with 2 C.F.R. 200.302(b) (7) (Financial Management) and 2 C.F.R. 200.403 (Factors Affecting Allowability of Costs)
  - iii. Cash Management/Payment Timing Procedures to implement the requirements of 2 C.F.R. 200.305 (Payment)
  - iv. Procurement/Purchasing Policy, in accordance with 2 C.F.R. 200.318(a) (General Procurement Standards), 2 C.F.R. 200.319(c) (d) (Competition), and 2 C.F.R. 200.320 (Methods of Procurement), 2 C.F.R. 200.323(a) (Contract Cost and Price), 2 C.F.R. 200.325 (Bonding Requirements)
  - v. Compensation, Fringe Benefits and Travel Costs, in accordance with 2 C.F.R. 200.430 (Compensation-Personal Services), 2 C.F.R. 200.431 (Compensation-Fringe Benefits), 2 C.F.R. 200.474 (Travel Costs)
  - vi. If applicable. Gender Identity Equal Access Operating Policy and Procedures, in accordance with 24 C.F.R. 5.106 (Equal Access in Accordance with the Individual's Gender Identity in Community Planning and Development Programs) If AGENCY is a manager or owner of temporary or emergency shelters or other buildings and facilities and providers of services.

### A3. DOCUMENTATION AND RECORDKEEPING

- a) **Records to Be Maintained.** AGENCY will maintain all records required by the Federal regulations specified in 24 C.F.R. Part 576.500, 2 C.F.R. 200.302 (Financial Management) and 2 C.F.R. 200.333

(Records Retention) that are pertinent to the activities to be funded under this AGREEMENT. Such records include but are not limited to:

- i. Records providing a full description of each activity undertaken;
  - ii. Records required to determine the eligibility of activities;
  - iii. Client data demonstrating client eligibility. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of benefit provided. **AGENCY** understands that protected personally identifiable information (PII) is private and, when not directly connected with the administration of this AGREEMENT, shall not be disclosed, unless written consent is obtained from such person receiving benefit and, in the case of a minor, that of a responsible parent/guardian;
  - iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with ESG assistance;
  - v. Records documenting compliance with the civil rights components of the ESG program;
  - vi. Financial records as required by 24 C.F.R. Part 576.500(u), and 2 C.F.R. Part 200.333;
  - vii. Labor standards records required to document compliance with the Davis Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act, and all other applicable Federal, State and Local laws and regulations applicable to ESG-funded construction projects; and
  - viii. Other records necessary to document compliance with 24 C.F.R. Part 576.
- b) **AGENCY** will ensure all records containing personally identifying information (as defined in HUD's standards for participation, data collection, and reporting in a local HMIS) of any individual or family who applies for and/or receives ESG assistance will be kept secure and confidential.
- c) **Access to Records and Retention.** **AGENCY** shall at any time during normal business hours, and as often as **COUNTY** and/or the Federal Government may deem necessary, make available for examination all of **AGENCY'S** records, books, documents, papers, and data with respect to all matters covered by this AGREEMENT and shall permit **COUNTY** and/or its designated authorized representative to audit and examine the same for the purposes of making audit, examination, excerpts and transcriptions.

All records pertaining to this AGREEMENT shall be retained for a period of five years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. Notwithstanding the above, if any litigation, claim, audit, negotiation or other action that involves any of the records cited and that has started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by state law.

- d) **Audits and Inspection.** If **AGENCY** expends more than \$750,000 or more in a fiscal year in Federal awards from all sources, **AGENCY** shall have a single or program-specific audit conducted for that year in accordance with 2 C.F.R. Part 200.501 – Audit Requirements. The Catalog of Federal



Domestic Assistance (CFDA) number is 14.231. Audit report shall be submitted to DEPARTMENT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period, unless **AGENCY** and the DEPARTMENT agree to a longer period in advance. **AGENCY** shall be responsible for the costs associated with this audit. **AGENCY** shall submit any additional documentation requested by **COUNTY** to substantiate compliance to this provision if necessary. In the event the **AGENCY** expends less than the threshold established by 2 C.F.R. Part 200.501, the **AGENCY** is exempt from Federal audit requirements for that fiscal year, however, the **AGENCY** must provide a Single Audit exemption statement to the **COUNTY** no later than three months after the end of the **AGENCY'S** fiscal year for each applicable audit year. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this AGREEMENT, **AGENCY** shall be held liable for reimbursement to **COUNTY** of all funds not expended in accordance with these applicable regulations and AGREEMENT provisions within thirty (30) days after **COUNTY** has notified **AGENCY** of such non-compliance.

The **AGENCY** is responsible for follow-up and corrective action on all audit findings pursuant to 2 C.F.R. Part 200.511 (Audit Findings Follow Up) and 2 C.F.R. Part 200.512 (Report Submission). Failure of **AGENCY** to comply with the above audit requirements will constitute a violation of this AGREEMENT and may result in the withholding of future payments.

#### **A4. REPORTING**

- a) **General.** **AGENCY** shall provide to DEPARTMENT its Data Universal Numbering System (DUNS) Number and must register and maintain the currency of information in the System for Award Management (SAM) database, so that Grantee complies with the requirements established by the Federal Office of Management and Budget concerning the DUNS, SAM and Federal Funding Accountability and Transparency Act (FFATA), as required in 2 C.F.R. Part 25 and 2 C.F.R. Part 170. **AGENCY** will also comply with the Digital Accountability and Transparency Act (DATA Act) of 2014, as set forth in Appendix A to Part 25-Award Term.
- b) **Program Income.** Although no program income, as defined by 2 CFR 200.80, is anticipated as a result of this Project, any such income received by **AGENCY** is to be returned to **COUNTY** within thirty (30) calendar days of receipt of such funds. Such income may include income from service fees, sale of commodities, and rental or usage fees. Upon expiration, cancellation or termination of this AGREEMENT, **AGENCY** shall transfer to **COUNTY** any grant funds on hand and any accounts receivable attributable to the use of those funds.
- c) **Periodic Reports.** Quarterly, **AGENCY** shall submit an ESG CAPER Report generated from PHMIS to DEPARTMENT. Quarterly reports are due 30 days following the end of the first three quarters of the AGREEMENT: January 30<sup>th</sup>, April 30<sup>th</sup> and July 30<sup>th</sup>. The final fourth quarter report is due either with the final payment request in October 2018, or no later than seven business days after September 30<sup>th</sup>, if final payment has already been requested.

**ATTACHMENT B – EMPLOYMENT AND PERSONNEL REQUIREMENTS****B1. ANTIDISCRIMINATION REQUIREMENTS**

- a) **APPLICABLE LAWS.** **AGENCY** shall comply with all federal, state, and local antidiscrimination laws during the term of this AGREEMENT. Specifically, **AGENCY** shall not discriminate against nor exclude any employee or applicant for employment because of race, color, religion, sex, gender, sexual orientation, age, familial status, pregnancy, handicap, and national origin, AIDS or HIV. Upon receipt of evidence of such discrimination, **COUNTY** shall have the right to terminate this AGREEMENT. **AGENCY** shall take the necessary steps to ensure that applicants for employment and employees are treated without regard to such discriminatory classifications. When expending the Award, **AGENCY** shall, within the eligible population, comply with the following nondiscrimination requirements:
- i. **Equal Opportunity.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and implementing regulations in 24 C.F.R. 5.105(a)) which prohibit discrimination in any program or activity funded in whole or in part with funds made available under this AGREEMENT.
  - ii. **Anti-Discrimination.** Pinellas County Ordinance, Chapter 70 – Human Relations, Article II – Discrimination, which prohibits discrimination in the areas of employment, government programs, and housing and public accommodations on the basis of race, color, religion, national origin, familial status, sex (including gender identity and gender expression), sexual orientation, and disability within the legal boundaries of Pinellas County, Florida, including all unincorporated and incorporated areas.
  - iii. **Affirmative Outreach.** 24 C.F.R. 576.407 which requires **AGENCY** to make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis and/or establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. **AGENCY** must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, **AGENCY** must take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.
  - iv. **Equal Employment Opportunity.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. Part 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- v. **Minority and Women's Business Enterprises.** The requirements of Executive Orders 11625, 12432, 12138, 2 C.F.R. 200.321, and 24 C.F.R. Part 85.36(e) applies to grants under this part. Consistent with HUD's responsibilities under these Orders and with **COUNTY'S** Ordinance No. 26.5 Part 2, **AGENCY** must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.
  - vi. **Age Discrimination Act of 1975, as Amended.** No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)
  - vii. **Section 504 of the Rehabilitation Act of 1973, as Amended.** No otherwise qualified individual will, solely by reason or his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)
  - viii. **Public Law 101-336, Americans with Disabilities Act of 1990.** Subject to the provisions of this title, no qualified individual with a disability will, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.
- b) **POSTING REQUIREMENT.** **AGENCY** shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this non-discrimination clause.

## **B2. GENDER IDENTITY**

**AGENCY**, if a manager or owner of temporary or emergency shelters, shall comply with the terms and conditions set forth in 24 C.F.R. 5.105(a) (2) and 24 C.F.R. 5.106: equal access to accommodations, placement and services shall be provided in accordance with the individual's gender identity, and individuals will not be subjected to intrusive questioning or asked to provide evidence of the individual's gender.

## **B3. CONFLICT OF INTEREST**

No covered persons who exercise or have exercised any functions or responsibilities with respect to ESG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ESG-assisted activity, or with respect to the proceeds from the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the **COUNTY**, the **AGENCY**, or any designated public agency.

**AGENCY** agrees to abide by the provisions of 2 C.F.R. Part 200.317 and 200.318 and 24 C.F.R. Part 576.404, which includes maintaining a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

#### **B4. DEBARMENT AND SUSPENSION**

- a) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions. **AGENCY** acknowledges that this Grant is subject to 31 C.F.R. Part 19 (Government Debarment and Suspension (Nonprocurement)). **AGENCY** acknowledges it is not included in the Federal Government's Excluded parties List, accessible on [www.sam.gov](http://www.sam.gov). If **AGENCY** ever is placed on such list, or becomes aware that it will be placed on such list, **AGENCY** shall notify **COUNTY** immediately.
- i. **AGENCY** certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - ii. Where **AGENCY** is unable to certify to any of the statements in this contract, **AGENCY** will attach an explanation to this contract.
  - iii. **AGENCY** further agrees by signing this AGREEMENT that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- b) Changes. **AGENCY** shall report all changes to systems utilized to carry out the Project, any conflicts of interest that occur during the period of performance, debarment and suspensions, and incidents of fraud, waste, and abuse.

#### **B5. RELIGIOUS ACTIVITIES**

**AGENCY**, if a faith-based organization, shall comply with the terms and conditions set forth in 24 C.F.R. Part 5 General HUD Program Requirements; Waivers, Section 5.109, Equal participation of Religious Organizations in HUD Programs, as well as 24 C.F.R. Part 576.406 and 24 C.F.R. Part 576.500 regarding faith-based organizations.

#### **B6. LOBBYING**

**AGENCY** acknowledges AGREEMENT is subject to 31 USC Part 1352 (Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions) and 55 FR 6736, and 54 FR 52306. **AGENCY** certifies by signing this contract, to the best of his or her knowledge and belief that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making

of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this Section 6B (Lobbying) be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d) Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### ATTACHMENT C – INSURANCE REQUIREMENTS

Notice: Agency must provide a certificate of insurance and endorsement in accordance with the insurance requirements and procedures listed below.

- a) Prior to commencement of work, Agency shall email their certificate that is compliant with the insurance requirements to [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org) If certificate received with the solicitation was a compliant certificate, no further action may be necessary. It is imperative that Agency's include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.
- 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. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the solicitation process and/or contract period.
- c) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Agency to the County at least thirty (30) days prior to the expiration date.

Agency shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Agency from its insurer. Notice shall be given by certified mail to: Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756 ; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Agency of this requirement to provide notice.

- (1) Should the Agency, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement the County, at its sole discretion, may purchase such coverages necessary for the protection of the County and charge the Agency for such purchase or offset the cost against amounts due to Agency for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement
- d) The County reserves the right, but not the duty, to review and request a copy of the Agency's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

- e) If subcontracting is allowed under this solicitation, the awarded Agency shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*

(1) All subcontracts between Agency and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall:

- a. require each subcontractor to be bound to Agency to the same extent Agency 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;
- b. provide for the assignment of the subcontracts from Agency to the County at the election of Owner upon termination of the Contract;
- c. provide that any Party listed in (g)(3) below will be an additional indemnified party of the subcontract;
- d. provide that any Party listed in (g)(3) below will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability;
- e. (5) provide waiver of subrogation in favor of any Party listed in (g)(3) below and other insurance terms and/or conditions as outlined below;
- f. (6) assign all warranties directly to the County; and
- g. (7) Identify the County as an intended third-party beneficiary of the subcontract.

Agency 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 same requirements and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

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

- f) Each insurance policy and/or certificate shall include the following terms and/or conditions:

- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If responding Agency is a Joint Venture as outlined in the solicitation the certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the same requirements with regard to limits, terms and conditions, including completed operations coverage.
- (2) Any company 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 awarded Agency.
- (3) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Agency and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County, a Political Subdivision of the State of Florida as an Additional Insured. Indicating coverage on certificate boxes is not adequate. A copy of the actual endorsement or policy declaration page indicating such coverage must be submitted along with Certificate.
- (4) 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.
- (5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.

- (6) All policies shall be written on a primary, non-contributory basis.
- (7) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Agency is only using employees named on such list to perform work for the County. Should employees not named be utilized by Agency, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Agency to be in default and take such other protective measures as necessary.
- (8) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Agency and subcontractor(s). Indicating such coverage on certificate is not adequate. A copy of the actual endorsement or policy declaration page indicating such coverage must be submitted along with Certificate.
- (9) For acceptance of any 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 required limits per occurrence by line of coverage
- g) The minimum insurance requirements and limits for this contract, 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

Limit Florida Statutory

Employers' Liability Limits

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

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

Limits

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



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

Limit

Combined Single Limit Per Accident	\$1,000,000
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- (4) Property Insurance Agency will be responsible for all damage to its own property, equipment and/or materials.

- (5) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Agency 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

- (6) 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

Attachment D



PINELLAS COUNTY PLANNING DEPARTMENT
COMMUNITY DEVELOPMENT DIVISION
440 COURT STREET, 2ND FLOOR, CLEARWATER, FL 33756
ATTENTION: MARCELLA FAUCETTE

AGREEMENT MODIFICATION REQUEST
For budget allocation, or contract language changes.
Submit three (3) originals.

Table with 4 columns: Authorized Official, Agency Name, Address, Budget Change; Date of Request, Effective Date, Modification Number, Contract Name/ Number.

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

Why change is needed, what will be impacted
Revised SPA Sections – New language

B. BUDGET MODIFICATION: N/A

PROVIDER AGENCY:

PINELLAS COUNTY GOVERNMENT:

Authorized By: Verified By: Carol R. Vincent, Director, Planning Department
Name/Title: Name/Title
Date: Date:
BCC Approval Required: Yes No
Approved By County Attorney:
BCC Approval Date: Name: Chelsea Hardy, Assistant County Attorney
Effective Date: Date:

ATTACHMENT E

# Written Standards for Provision of Emergency Solutions Grant (ESG)



Pinellas County Planning Department  
440 Court Street, 2nd Floor  
Clearwater, Florida 33756  
727-464-8210

In accordance with the requirements of 24 CFR 91.220(l)(4)(i) and 576.400(e)(1) and (e)(3), Pinellas County has developed the following written standards for the provision of Emergency Solutions Grant (ESG) funding.

Pinellas County is awarded ESG funds annually from the U.S. Department of Housing and Urban Development as a part of the Annual Action Plan Process. ESG funds are designed to identify sheltered and unsheltered homeless persons, as well as those at risk of homelessness, and provide the services necessary to help those persons quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness.

Pinellas County will focus on six of the eligible components under the ESG Program: Street Outreach, Emergency Shelter, Rapid Re-Housing, Homelessness Prevention, Data Collection (Homeless Management Information System (HMIS)) and Administration. Pinellas County will identify which eligible components will be funded each year, based on need, in the Annual Action Plan.

ESG funds will be used to address the needs of the individuals and families and decrease the number of homeless and at-risk households who need emergency assistance. The goals are to: 1) improve the number and quality of emergency shelters for homeless individuals and families, help operate emergency shelters, and provide essential services to residents of emergency shelters; 2) prevent individuals and families from becoming homeless by assisting households at-risk of homelessness remain in their housing; 3) rapidly re-house homeless individuals and families living in emergency shelters or uninhabitable places move into stable housing; and 4) provide case management to increase the likelihood of housing stability.

There will be coordination among emergency shelter providers, essential services providers, homelessness prevention and rapid re-housing assistance providers, and other homeless assistance providers to maximize the use of the ESG funding and ensure that there is a coordinated and centralized effort to reach individuals and families in need.

For rapid re-housing, homelessness prevention, and HMIS components of the ESG Program, staff will outreach to various non-profit agencies to provide an awareness of the available funding and an RFQ will be issued to select agencies to administer the program. Proposals received in response to the RFQ will be reviewed and scored by County staff based on 1) capacity and related experience to perform the technical functions identified in the RFQ Scope of Services, including methods of complying the Federal requirements pertaining to income requirements, property inspections, and rent reasonableness; 2) ability to provide comprehensive case management services and thoroughly analyze the situation of the applicant and their compatibility with the structure of the program; 3) past experience and current capacity of lead agency (if applicable) and/or collaborating agencies to coordinate service delivery, collect and use client data, and knowledge and compliance with Federal regulations; and 4) comprehensiveness of the ancillary support services and referral resources that include broad participation of service providers. Selected agencies will contract with the County for funding. The agencies will provide the counseling and processing of applications to determine participant eligibility for the program. Agencies providing funding will determine the type and amount of assistance being provided as determined by participant needs assessment. All documentation will be submitted to the County for final approval and reimbursement of funds. Additionally, in order to ensure timely expenditure of funds, County may choose at any time to administer the rapid re-housing, homelessness prevention and HMIS components of the ESG Program using County staff.

For the street outreach and emergency shelter components of the ESG Program, staff will seek applications from homeless service providers through an annual competitive application cycle. Applications received from eligible homeless service providers will be reviewed and ESG-eligible street outreach, essential service, shelter operation or shelter renovation activities will be selected for funding based on the County's identified needs and Continuum of Care's homeless delivery system. Selected agencies will contract with the County for funding. Funding for activities under the emergency shelter component will not exceed sixty percent (60%) of the total annual ESG funding allocation.

The following eligibility requirements have been established for the Street Outreach component of the program:

- Program participants must meet the criteria under paragraph (1)(i) of the "homeless" definition in 576.2, also identified as "unsheltered homeless people." A homeless certification form will be required. Acceptable evidence includes a written observation by an outreach worker of the conditions where the individual or family was living, a written referral by another housing or service provider, or a certification by the individual or head of household seeking assistance.

The following eligibility requirements have been established for the Emergency Shelter component of the program:

- Emergency Shelter is any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless and which does not require occupants to sign leases or occupancy agreements. This definition excludes transitional housing.
- For the purpose of shelter renovations, emergency shelters must be owned by a government entity or private nonprofit organization.
- For emergency shelter activities located in the cities of Clearwater, Largo, and St. Petersburg, facility must benefit residents of the Urban County.

The following eligibility requirements have been established for the Homelessness Prevention and/or Rapid Re-housing components of the program:

- Program participants must meet the criteria under paragraph (1) of the "at risk of homelessness" definition in 576.2 for homeless prevention assistance or meet the criteria in paragraph (2), (3), or (4) of the "homeless" definition in 576.2 for rapid re-housing assistance. A homeless certification form will be required.
- Household income must be less than thirty percent (30%) of median family income (MFI). Annual income will be calculated using the standards for calculating income under the HOME Investment Partnership Program (24 CFR 92.508) and other HUD regulations.
- Program participant must lack sufficient resources and support networks necessary to retain housing without ESG assistance (but for this assistance they would be homeless).
- Rent for a subsidized unit may not exceed the established fair market rent for the area.
- Rent for a subsidized unit must meet the required rent reasonableness test. Factors include location, quality, size, type and age of the assisted unit; and any amenities, housing services, maintenance, and utilities to be provided by landlord in accordance with lease.

### **Street Outreach Component**

ESG funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, nonfacility-

based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. Eligible costs and requirements for essential services consist of:

- Engagement - Cost of activities to locate, identify, and build relationships with unsheltered homeless people and engage them for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs. These activities consist of making an initial assessment of needs and eligibility; providing crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; and actively connecting and providing information and referrals to programs targeted to homeless people and mainstream social services and housing programs, including emergency shelter, transitional housing, community-based services, permanent supportive housing, and rapid re-housing programs.
- Case Management - Cost of assessing housing and service needs, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant. Eligible services and activities are as follows: using the centralized or coordinated assessment system (VI-SPDAT); conducting the initial evaluation, including verifying and documenting eligibility; counseling; developing, securing and coordinating services; obtaining Federal, State, and local benefits; monitoring and evaluating program participant progress; providing information and referrals to other providers; and developing an individualized housing and service plan, including planning a path to permanent housing stability.

### **Emergency Shelter Component**

ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters.

All ESG funded Emergency Shelter activities must participate in the Homeless Management Information System (HMIS), commonly known as the Tampa Bay Information Network (TBIN).

A maximum of sixty percent (60%) of annual ESG allocations may be used to fund eligible Emergency Shelter Component projects.

The age of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter that uses ESG funding. Families with children under 18 may not be required to be separated in order to access emergency shelter.

### ***Essential Services***

ESG funds may be used to provide essential services to individuals and families who are in an emergency shelter. Essential services include the following:

- Case Management - Assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant
- Child Care - Child care for program participants children under the age of 13, or disabled children under the age of 18, at a licensed child care center.
- Educational Services - Improving knowledge and basic educational skills through instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second

Language, and General Education Development (GED), necessary for the program participant to obtain and maintain housing, the costs of improving knowledge and basic educational skills are eligible.

- Employment Assistance and Job Training - Job training providers and services assisting participants to secure employment.
- Outpatient Health Services - Direct outpatient treatment of medical conditions provided by licensed medical professionals, to the extent that other appropriate health services are unavailable within the community.
- Legal Services - Representation by attorneys licensed and in good standing with the bar association, and by person(s) under the supervision of the licensed attorney, regarding matters that interfere with the program participant's ability to obtain and retain housing, to the extent that other appropriate legal services are unavailable within the community.
- Life Skills Training - Critical life management skills that assist the program participant to function independently in the community.
- Mental Health Services - Direct outpatient treatment of mental health conditions by licensed professionals, to the extent that other appropriate mental health services are unavailable within the community.
- Substance Abuse Treatment Services - Treatment services provided by licensed or certified professions designed to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors, to the extent that other appropriate substance abuse treatment services are unavailable or inaccessible within the community.
- Transportation - Costs of program participant's travel to and from medical care, employment, child care, or other eligible essential services facilities
- Services for Special Populations - Eligible essential services to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, who are in emergency shelters.

### **Renovations**

ESG funds may be used for costs associated with the renovation or conversion of a building that serves as an emergency shelter. The emergency shelter must be owned by a government entity or private nonprofit organization.

Eligible emergency shelter renovation costs include the following:

- Labor
- Materials
- Tools
- Other costs for renovation (including major rehabilitation of an emergency shelter or conversion of a building into an emergency shelter).

Facility must be maintained as an emergency shelter for homeless individuals and families for not less than a period of 3 or 10 years, depending on the type of renovation and the value of the building.

- Value of the Building - Reasonable monetary value assigned to the building, such as the value assigned by an independent real estate appraiser.
- Beginning Date of Minimum Use Period - Date the building is first occupied by a homeless individual or family after the completed renovation.

- Use Restriction - Recorded Land Use Restriction required for all activities with a 10-Year minimum period of use.
- Minimum Period of Use:
  - Major Rehabilitation
    - 3-Year Minimum Use - Rehabilitation costs are less than seventy-five percent (75%) of the value of the building before rehabilitation.
    - 10-Year Minimum Use - Rehabilitation costs exceeds seventy-five percent (75%) of the value of the building before rehabilitation.
  - Conversion
    - 3-Year Minimum Use - Rehabilitation costs are less than seventy-five percent (75%) of the value of the building before rehabilitation.
    - 10-Year Minimum Use - Conversion costs exceeds seventy-five percent (75%) of the value of the building after conversion.
  - Renovation other than Major Rehabilitation or Conversion
    - 3-Year Minimum Use - All other cases of renovations.

### ***Shelter Operations***

Eligible costs necessary for the operation of an emergency shelter include the following:

- Maintenance costs including minor or routine repairs
- Rent
- Security
- Fuel
- Equipment
- Insurance
- Utilities
- Food
- Furnishings
- Supplies

### ***Minimum standards for emergency shelters:***

Any building for which ESG funds were used for conversion, major rehabilitation, or other renovation or that receives ESG assistance for shelter operations shall meet state/local government safety and sanitation standards, as well as the following:

- Structure and Materials - Building must be structurally sound, protect participants from the elements and not pose any threats to their health or safety.
- Products and Appliances - Any ESG-funded renovation, including major rehabilitation and conversion, must use Energy Star and WaterSense products/appliances.
- Access - Shelter must comply with the applicable Rehabilitation, Fair Housing and Americans with Disabilities Acts and implementing regulations.
- Space and Security - Unless it is a day shelter, it must provide appropriate places to sleep, adequate space, and security for residents and their belongings.
- Interior Air Quality - Each shelter room/space must have proper ventilation and be pollutant free.



- Water Supply - Must be free of contamination.
- Sanitary Facilities - Each participant must have access to sufficient, sanitary facilities that are in proper operating condition, private and adequate for personal cleanliness and disposal of human waste.
- Thermal Environment - Shelter must have the necessary, properly operating heating/cooling facilities.
- Illumination and Electricity - Shelter must have adequate and appropriate lighting and safe electrical sources.
- Food Preparation - Any food preparation areas must be able to store, prepare, and serve safe and sanitary food.
- Sanitary Conditions - Shelter must be in sanitary condition.
- Fire Safety -
  - There must be at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors must be located near sleeping areas.
  - Fire alarm system must be designed for hearing-impaired residents.
  - All public areas must have at least one working detector.
  - There must be a second means of exiting the building in the event of an emergency.

### **Homelessness Prevention and Rapid Re-Housing Program Components**

#### Type/Amount/Duration of Assistance:

The maximum amount of rental assistance provided under either the Homelessness Prevention or Rapid Re-housing Programs shall be determined by the ESG provider and shall be reflective of the individual or family's need for assistance.

Rental assistance will end if and when other subsidy begins, such as Section 8 Housing Choice Voucher, public housing, or project-based rental subsidy.

The Tampa Bay Information Network (TBIN), the County's community-wide HMIS, will be utilized for all ESG funded activities, to comply with the HUD's data collection, management, and reporting standards and used to collect client level data and data on the provision of housing and services to homeless individuals and families and persons at-risk of homelessness and to ensure that there are no duplicated services being provided.

#### ***Homelessness Prevention Program***

ESG providers may assist a program participant with short-term rental assistance, medium-term rental assistance, payment of rental arrears, or any combination of this assistance. Should a Prevention Program participant be required to relocate due to substandard housing, the participant is eligible for types of assistance as provided under the Rapid Re-Housing Program.

#### Eligible Program Participants:

Individuals and families who qualify as at risk of homelessness, based on the "at risk of homelessness" definition or who qualify as homeless based on paragraphs (2), (3), or (4) of the "homeless" definition found at 24 CFR 576.2 AND who have an annual household income at or below thirty percent (30%) MFI, as determined by HUD.

### Types of Assistance:

- Short-Term Rental Assistance - Rent deposits and payments for an eligible housing unit located within Pinellas County, excluding housing units located in the corporate city limits of the City of St. Petersburg.
- Medium-Term Rental Assistance - Rent deposits and payments for an eligible housing unit located within Pinellas County, excluding housing units located in the corporate city limits of the City of St. Petersburg.
- Rental Arrears - Payment of past due rent payments necessary to allow participant to remain in eligible housing.
- Case Management - Assessment, arrangement, coordination and monitoring of participants individualized services to facilitate housing stability while residing in permanent housing or assist in overcoming immediate barriers to obtaining housing.

### Duration of Assistance:

ESG providers may assist a program participant with up to 12 months of rental assistance, for any individual type or any combination of types of assistance, during any 3-year period.

- Short-Term Rental Assistance - Rent payments of up to 3 months of rent.
- Medium-Term Rental Assistance - Rent payments of more than 3 months of rent, but no more than 12 months of rent (including payment of any rental arrears).
  - Program participant's eligibility and the types and amounts of assistance needed must be re-evaluated not less than once every 3 months.
- Rental Arrears - One-time payment of up to 6 months of rent in arrears, including any late fees on those arrears.
- Case Management -
  - Cannot exceed 30 days during the period the participant is seeking permanent housing.
  - Must occur not less than once per month during the period program participant receives assistance.
  - Must include the development of an individualized service plan to assist program participant to retain permanent housing after assistance ends.
  - Must include follow-up with participant three and six months after participant exits program.

Within a 3-year period, participants who exit the program prior to receiving the maximum 12 months of assistance, may re-enter the program and receive additional assistance, up to a total of 12 months, upon re-evaluation and if it is determined that the program participant is in need of the additional assistance.

### Amount of Assistance:

ESG providers may assist Homelessness Prevention Program participants with up to \$10,000 per individual or family, during any 3-year period.

If it is determined, upon re-evaluation, that a participant who exits the program prior to receiving the maximum duration of assistance, is eligible for additional assistance, the total of all assistance, during any 3-year period, may not exceed the \$10,000 per individual or family maximum.

### **Rapid Re-Housing Program:**

ESG providers may assist a program participant with housing search and placement and short- and/or medium-term rental assistance.

### **Eligible Program Participants:**

Individuals and families who qualify as homeless under paragraph (1) of the “homeless” definition found at 24 CFR 576.2 or who qualify as homeless under paragraph (4) of the “homeless” definition found and 24CFR 576.2 AND live in an emergency shelter or other place described in paragraph (1) of the “homeless” definition.

### **Types of Assistance:**

- Rental Application Fees - Housing application fee charged by the rental property owner to all applicants.
- Security Deposit - Security deposit equal to no more than 2 months' rent.
- Last Month's Rent - If necessary to obtain housing for a program participant and paid with the security deposit and the first month's rent. Last month's rent must not exceed one month's rent and must be included in calculating the program participant's total rental assistance.
- Utility Deposits - Standard utility deposits required by the utility company for all customers for the following eligible utilities: gas, electric, water, and sewage. Past due balances required to reconnect service shall be considered part of the utility deposit.
- Short-Term Rental Assistance - Rent payments for an eligible housing unit located within Pinellas County, excluding the City of St. Petersburg.
- Medium-Term Rental Assistance - Rent payments for an eligible housing unit located within Pinellas County, excluding the City of St. Petersburg.
- Case Management - Assessment, arrangement, coordination and monitoring of participants individualized services to facilitate housing stability while residing in permanent housing or assist in overcoming immediate barriers to obtaining housing.

### **Duration of Assistance:**

ESG providers may assist a program participant with up to 6 months of rental assistance, for any individual type or any combination of types of assistance, during any 3-year period.

- Short-Term Rental Assistance - Rent payments of up to 3 months of rent.
- Medium-Term Rental Assistance - Rent payments of more than 3 months of rent, but no more than 6 months of rent (including payment of any rental arrears).
- Case Management -
  - Cannot exceed 30 days during the period the participant is seeking permanent housing.
  - Must occur not less than once per month during the period program participant receives assistance.
  - Must include the development of an individualized service plan to assist program participant to retain permanent housing after assistance ends.
  - Must include follow-up with participant three and six months after participant exits program.
  - Participants receiving assistance from a victim service provider may be exempted from these requirements.

Participants who exit the program prior to receiving the maximum 6 months of assistance, may re- enter the program and receive additional assistance, up to a total of 6 months, upon re-evaluation and if it is determined that the program participant is in need of the additional assistance.

Providers shall not use ESG funding to help someone remain or move into housing if the housing does not meet the following minimum habitability standards.

- Structure and materials – The building must be structurally sound, protect participants from the elements and not pose any threats to their health or safety.
- Space and security – Each resident must have adequate space and security for themselves and their belongings and an acceptable place to sleep.
- Interior air quality – Each room or space must have proper ventilation and be pollutant free.
- Water supply – Must be free of contamination.
- Sanitary facilities – Residents must have access to sufficient, sanitary facilities that are in proper operating condition, private and adequate for personal cleanliness and disposal of human waste.
- Thermal environment–The housing must have the necessary, properly operating heating/cooling facilities.
- Illumination and electricity – The structure must have adequate and appropriate lighting and safe electrical sources.
- Food preparation – All food preparation areas contain suitable space and equipment to store, prepare, and serve safe and sanitary food.
- Sanitary conditions – The housing must be in sanitary condition.
- Fire safety:
  - There must be a second means of exiting the building in the event of an emergency.
  - Each unit must include at least one properly working smoke detector on each occupied level of the unit, located when possible in a hallway adjacent to a bedroom.
  - If the unit is occupied by a hearing-impaired person, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom he or she occupies.
  - The public areas of the housing must be equipped with a sufficient number of detectors, but not less than one for each area.

#### Amount of Assistance:

ESG providers may assist Rapid Re-Housing Program participants up to \$12,000 per individual/family, during any 3-year period.

If it is determined, upon re-evaluation, that a participant who exits the program prior to receiving the maximum duration of assistance, is eligible for additional assistance, the total of all assistance, during any 3-year period, may not exceed the \$12,000 per individual or family maximum.

## **GENERAL STANDARDS**

### **Coordinated Entry System**

ESG funded recipients, with the exception of victim service providers, shall use the coordinated entry system established by the Continuum of Care. Victim service providers may choose not to use the coordinated entry

system; however, victim service providers are required to use a centralized or coordinated assessment system that meets HUD's minimum requirements.

The CoC has determined that the VI-SPDAT (Vulnerability Index – Service Priority Decision Assessment Tools) will be the standardized assessment tool for Pinellas County. The VI-SPDAT tool must be used by ESG funded providers to determine the appropriate intervention to address the episode of homelessness and the prioritization of individuals and families for assistance based on the severity of their service needs and the length of time homeless. Clients can choose a less intensive housing intervention in collaboration with case management.

The VI-SPDAT is required to be conducted upon intake into: Emergency Shelter, Transitional Housing, Rapid Rehousing and Permanent Supportive Housing. Outreach workers shall conduct a VI-SPDAT on homeless persons engaged. Providers conducting the VI-SPDAT assessment are required to enter that information into HMIS. Ongoing training and support will be provided to all CoC and ESG funded providers in the assessment, prioritization and placement process.

### **Program Coordination:**

Program coordination consist of on-going system and program coordination and integration of ESG - funded activities to the maximum extent practicable with the following:

- a. Emergency shelter providers, essential services providers, homelessness prevention, transitional housing, permanent supportive housing and rapid rehousing assistance providers;
- b. Other homeless assistance providers, including:
  - HUD-Veterans Affairs Supportive Housing (HUD-VASH);
  - Education for Homeless Children and Youth Grants for State and Local Activities (McKinney-Vento Homeless Assistance Act);
  - Grants for the Benefit of Homeless Individuals;
  - Healthcare for the Homeless;
  - Programs for Runaway and Homeless Youth;
  - Projects for the Assistance in the Transition from Homelessness;
  - Services in Supportive Housing Grants;
  - Emergency Food and Shelter Program;
  - Homeless Veterans Reintegration Program;
  - VA Homeless Providers Grant and Per Diem Program;
  - Health Care for Homeless Veterans Program;
  - Homeless Veterans Dental Program;
  - Supportive Services for Veterans Families Program; and
  - Veterans Justice Outreach Initiative
- c. Mainstream service and housing providers:
  - Public housing programs assisted under section 9 of the U.S. Housing Act of 1937;
  - Housing programs receiving Section 8 tenant based or project based assistance;
  - Supportive Housing for Persons with Disabilities;
  - HOME Investment Partnerships Program;
  - Temporary Assistance for Needy Families;
  - State Children's Health Insurance Program;

- Head Start;
  - Mental Health and Substance Abuse Block Grants;
  - Services funded under the Workforce Investment Act; and
  - State Housing Related Assistance Program for Adults with Serious Mental Illness
- d. Continuum of Care (CoC) Networks:
- Local Continuum of Care (CoC) meetings;
  - The Pinellas County Homeless Leadership Board Provider’s Council meetings;
  - The Pinellas County Homeless Leadership Board Data and System Performance Committee;
  - Veterans Leadership Team; and
  - Various other committees, task forces and workgroups.

**Homeless Management Information System:**

ESG Providers, except for victim service providers shall actively utilize HMIS to enter data on people served and assistance provided under ESG. Victim service providers shall actively utilize a comparable data system that meets HUD’s standards.

**Income Determination:**

Minimum standards for determination of an individual or family’s annual income consist of calculating income in compliance with 24 CFR 5.609.

*Annual income* means all amounts, monetary or not, which:

- Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
- Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- Which are not specifically excluded in paragraph (c) of 24 CFR 5.609.
- Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

Individuals and families assisted under ESG are required to have annual incomes at or below thirty percent (30%) MFI. In verifying income, ESG-funded providers are required to obtain third party verification whenever possible. Self-certification or verification is to be accepted only when all efforts have been made to obtain third party verification have not produced results.

**Connection to Other Resources:**

Minimum standards for connection with other resources consist of assisting each participant to obtain, if applicable:

Appropriate support services including:

- Permanent housing;
- Medical health treatment;
- Behavioral health services;

- Other governmental and private assistance available to help with housing stability including: • Medicaid
- Medicare
- Supplemental Nutrition Assistance Program; Women, Infants and Children (WIC); Federal-State Unemployment Insurance Program;
- Supplemental Security Income (SSI); Social Security Disability Insurance (SSDI);
- Child and Adult Care Food Program; and Other available assistance.

### **Termination of Assistance:**

Minimum standards for termination of assistance are:

- In general – If a program violation occurs and the provider terminates assistance as a result, the termination shall follow an established process that recognizes the rights of the individuals affected. Termination shall only occur in the most severe cases after other remedies have been attempted.
- Due process rights for individuals and families facing program termination – When an ESG funded homeless assistance program seeks to terminate participation for any household, the required formal process shall minimally consist of:
  - Written notice clearly stating the reasons for termination;
  - Review of the decision that gives the participant opportunity to present objections to the decision and to have representation. Any appeal of a decision shall be heard by an individual different from and not subordinate to the initial decision-maker; and
  - Prompt written notice of the final decision on the appeal.
- Ability to provide further assistance – Termination will not bar the provider from providing later additional assistance to the same family or individual.

### **Lead-Based Paint:**

Minimum standards for all shelters and program participant-occupied housing consist of compliance with the lead-based paint remediation and disclosure requirements identified in 24 CFR 576.403, including the Lead-Based Paint Poisoning Prevention Act (42 USC 4821- 4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 4851-4856) and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M and R.

### **Conflicts of Interest:**

#### ***Organizational conflicts of interest:***

- ESG assistance will not be contingent on the individual’s or family’s acceptance or occupancy of emergency shelter or housing owned by the provider or a provider’s subsidiary or parent.
- No provider, with respect to individuals or families occupying housing owned by the provider or a provider’s subsidiary or parent, will carry out the initial evaluation under 24 CFR 576.401 or administer homelessness prevention assistance under 24 CFR 576.103.

#### ***Individual conflicts of interest:***

- When procuring goods and services, the provider will comply with codes of conduct and conflict of interest requirements under 24 CFR 84.42 (private non-profit) or 24 CFR 85.36 (government).

***All transactions/activities:***

- No BCC board member may participate in or influence discussions or resulting decisions concerning the award of an ESG grant or other financial benefits to the organization that the member represents.
- Conflicts prohibited – No person involved with the ESG programs or who is in a position to participate in a decision-making process or gain inside information regarding the program’s activities, shall obtain a financial interest or benefit from an assisted activity; have a financial interest in any related contract, subcontract, or assisted activity; or have a financial interest in the activity’s proceeds (either himself or herself or those with whom he or she has family or business ties) during his or her tenure or for one year following tenure.
- Persons covered – These conflict of interest provisions apply to any employee, agent, consultant, officer or elected or appointed official of the provider’s agency.

Exceptions – A provider may request an exception to these provisions from HUD, only if he or she meets the threshold requirements identified in 24 CFR 576.404 and/or 578.95(d)(2).

**Homeless Participation:**

Each funded provider of ESG assistance must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or equivalent policymaking entity of the provider. (24 CFR 578.75(g))

To the maximum extent possible, the provider shall involve homeless individuals and families in paid or volunteer work on the ESG funded facilities, in providing services under ESG and in providing services for occupants of ESG funded facilities (24 CFR 576.405 and 578.75).

**Faith-Based Activities:**

Providers receiving ESG funding shall not engage in inherently religious activities as part of the ESG-funded programs or services. Such activities must be offered separately from ESG-funded programs and services and participation must be voluntary.

A religious organization receiving ESG funding retains independence from government and may continue with its mission provided that ESG funds are not used to support inherently religious activities. An ESG-funded organization retains its authority over its internal governance.

An organization receiving ESG funding shall not discriminate against a participant or prospective participant based on religion or religious beliefs.

ESG funding shall not be used for the rehabilitation of structures used specifically for religious activities, but may be used for rehabilitating structures that are used for ESG -eligible activities.

**Prohibition against Involuntary Family Separation:**

The age and gender of a child under age 18 must not be used as a basis for denying any family’s admission to any housing or shelter receiving funding from ESG (578.93(e)).



### **Nondiscrimination/Equal Opportunity/Affirmative Outreach:**

Minimum standards shall comply with the requirements for nondiscrimination, equal opportunity and affirmative outreach identified in §576.407 and 578.93(a-b). This includes the equal provision of services to same sex couples/families as well as transgendered individuals.

### **Program Income:**

Minimum standards for private non-profit organizations for program income earned during the project period are that the program income shall be retained and used to finance the non-Federal share of the project or program. Program income includes any amount of security or utility deposits returned to the recipient or subrecipient. Records of the receipt and use of program income shall be retained. Program income may not be used to meet matching funding requirements.

### **Recovered Materials:**

Minimum standards for the procurement of recovered materials shall comply with the requirements identified in §576.407(f) and 578.99(b), including that the recipient and its contractors 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 by 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.

### **Displacement:**

Displacement of persons (families, individuals, businesses, nonprofit organizations and farms) as a result of a project assisted under ESG shall comply with §576.408 and/or 578.83 and consist of:

- Minimizing displacement – Consistent with ESG goals and objectives, the providers shall minimize displacing people as a result of ESG-funded projects. Temporary relocation not permitted. No temporary relocation shall be required for an ESG-funded project. When a tenant has to move for an ESG-funded project, the tenant shall be treated as permanently displaced and offered relocation assistance and payments.
- Relocation assistance for displaced persons -In general, a displaced person shall be provided relocation assistance and advised of his or her Fair Housing Rights. Displaced Person - A “displaced person” is defined as any person that moves from a permanent home as a result of ESG - funded acquisition, rehabilitation, or demolition of a project. A person does not qualify as a “displaced person” if the person:
  - Was evicted based on a violation of the lease or occupancy agreement; violation of the law; and the recipient determines that the eviction was not undertaken to evade the obligation to provide relocation assistance.
  - Moved into the property after the application was submitted but was provided with written notice that he or she would not qualify as a “displaced person.”
  - The person is ineligible under 49 CFR 24.2.

- HUD determines that the person was not displaced as a result of the project. The State or the provider may request that HUD determine whether or not a displacement would be covered by this rule.
- Real property acquisition requirements – The acquisition of real property for an ESG - funded project is subject to the URA and Federal government wide regulations.
- Appeals - A person who disagrees with the recipient’s determination concerning whether the person qualifies as a displaced person, or the amount of relocation assistance may file a written appeal. A low-income person who disagrees with the recipient’s determination may submit a written request for review of that determination by HUD.

**Records and Recordkeeping:**

Minimum standards shall ensure sufficient written records are established and maintained to enable HUD to determine whether ESG requirements are being met and comply with §576.500 and 578.103, including the following:

- Program participant records shall include written:
  - Determination and verification/certification that the program participant met the criteria for being Homeless or At Risk of Homelessness and that an effort was made to obtain written third-party verification, when possible and applicable.
  - Determination and verification/certification that the program participant was eligible or ineligible for the particular services and/or financial assistance.
  - Determination and verification/certification that the program participant lacked sufficient resources and support networks to provide the assistance.
  - Determination and verification/certification that the program participant met income requirements and that an effort was made to obtain written third- party verification, when possible and applicable. This includes annual documentation of income for each program participant who receives housing assistance where rent or an occupancy charge is paid by the program participant.
  - Identification of the specific services and financial assistance amounts that were provided to the program participant.
  - When applicable, verification that the services were terminated in compliance with 576.402 and/or 578.91.
  - A copy of the CoC-approved coordinated assessment (VI-SPDAT/SPDAT) of the program participant.
  - Copies of written leases and rental agreements, documentation of payments made, including dates of occupancy, and compliance with fair market rent, rent reasonableness and utility allowance requirements.
  - Determination and verification that the housing unit met HUD’s habitability and lead-based paint standards.
  - Copy of individualized housing stability plan.
  - Notes verifying case management services were offered at least monthly, and, if services were refused, proof that client eligibility for service was not impacted, in accordance with Housing First practices.
  - Notes verifying program participant eligibility was re-evaluated at least every 3 months for homelessness prevention services or at least annually for rapid rehousing services.
  - Notes verifying program participant was assisted to obtain necessary mainstream and other resources.

- Program policies and procedures shall indicate:
  - Services are coordinated with Continuum of Care, other homeless assistance/prevention programs and mainstream service and assistance programs.
  - Compliance with HUD’s ESG (24 CFR 576 and 578) requirements for:
    - Shelter and housing standards
    - Conflict of interest
    - Homeless participation
    - Faith-based activity
    - Nondiscrimination, equal opportunity and affirmative outreach
    - Uniform administrative rules (24 CFR part 84)
    - Environmental review
    - Lobbying and disclosure (24 CFR part 87)
    - Displacement, relocation and acquisition
    - Procurement (24 CFR 84.40-84.48)
  - Program participant records are kept secure and confidential
  - Participation in HMIS or comparable databases
  
- Financial records shall include:
  - Supporting documentation for all costs charged to ESG grant
  - Documentation showing ESG or funds were spent on allowable costs in accordance with the requirements for eligible activities and costs principles
  - Documentation of the receipt and use of program income
  - Documentation of the receipt and use of matching funds
  - Copies of procurement contracts

## **Definitions**

*At risk of homelessness* means:

- (1) An individual or family who:
  - (i) Has an annual income below thirty percent (30%) MFI for the area, as determined by HUD;
  - (ii) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “homeless” definition in this section; and
  - (iii) Meets one of the following conditions:
    - (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
    - (B) Is living in the home of another because of economic hardship;
    - (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
    - (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
    - (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than

- 1.5 persons reside per room, as defined by the U.S. Census Bureau;
  - (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
  - (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;
- (2) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
- (3) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

*Homeless* means:

- (1) An individual or family who will imminently lose their primary nighttime residence, provided that:
  - (i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
  - (ii) No subsequent residence has been identified; and
  - (iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;
- (2) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
  - (i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
  - (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
  - (iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
  - (iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

(4) Any individual or family who:

- (i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
- (ii) Has no other residence; and
- (iii) Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.

**Continuum of Care:**

Pinellas County consults with members of the Continuum of Care for the area and is a member of the Homeless Leadership Board through the Pinellas County Human Services Department. The Homeless Leadership Board, made up of elected officials and community leaders, drafted *Opening Doors of Opportunity: A 10-Year Plan to End Homelessness in Pinellas County*, to establish the groundwork for guiding Pinellas County in their efforts to end homelessness.

The Consortium supports the Homeless Leadership Board and the priorities of Pinellas County match those of the Continuum of Care and the 10-Year Plan to End Homelessness.

The Continuum of Care Strategic Planning objectives include:

- Creation of new permanent housing beds for chronically homeless through conversion of transitional housing beds to permanent supportive housing.
- Increase the percentage of homeless persons that are successful in staying in permanent housing over six months.
- Increase the percentage of persons employed at program exit to a success rate of twenty percent (20%).
- Decrease the number of homeless households with children.
- Facilitate access to essential services needed to obtain mainstream services.

The Homeless Leadership Board convenes meetings with representatives from the City of St. Petersburg, Pinellas County, the City of Clearwater and homeless service providers in an effort to enhance opportunities to collaborate to better serve the homeless and at risk populations in Pinellas County.