

HUMAN SERVICES FUNDING AGREEMENT

THIS AGREEMENT (Agreement), effective upon the date executed below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "COUNTY," and **LUTHERAN SERVICES FLORIDA, INC.**, a non-profit Florida corporation, whose address is 3627 West Waters Avenue, Tampa, FL 33614, hereinafter called the "AGENCY."

WITNESSETH:

WHEREAS, the **COUNTY** desires to utilize a portion of the funds available out of Pinellas County's General Fund to assist social service agencies within Pinellas County; and

WHEREAS, quality early childhood education has been shown to have benefits to children, families, and economic returns to the community; and

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

WHEREAS, the **COUNTY** and the Juvenile Welfare Board are collaborating with the **AGENCY** to support the literacy program; and

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

1. Scope of Services.

The **AGENCY** will provide one (1) full-time equivalent literacy coach for implementation and program management of the Pinellas County Literacy Ecosystem Initiative. The literacy coach will provide on-site coaching, assistance and professional development to Head Start teachers and teacher assistants, including training and mentoring in the use of materials, assessment strategies, and best practices to generate improvement in reading/literacy instruction and student achievement; will develop and update classroom programs and procedures for the instructional outcomes and curriculum implementation; will support staff professional

development through trainings designed to enhance the use of evidence-based teaching practices; may provide training to parents on literacy; and will participate in quality assurance efforts.

(Attachment 1: Literacy Coach Job Description)

2. Term of Agreement.

The services of the **AGENCY** shall commence upon execution of this agreement and the agreement shall expire on September 30, 2018.

3. Compensation.

a) The **COUNTY** agrees to pay the **AGENCY** an amount not to exceed **THIRTY-SIX THOUSAND EIGHT HUNDRED DOLLARS (\$36,800.00)** over the term of this agreement for the services described in Section 1 of this agreement.

b) Compensation under this agreement is contingent upon the continued funding of myON online literacy licensing by the Juvenile Welfare Board and continued delivery of the literacy services to the defined population. In the event that licensing lapses or is terminated, further compensation may be held or prorated by the **COUNTY**.

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

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

d) Any funds expended in violation of this Agreement or in violation of appropriate Federal, State, and County requirements shall be refunded in full to the **COUNTY**. If this Agreement is still in force, future payments shall be withheld by the **COUNTY**.

4. Performance Measures.

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

5. Monitoring.

a) The **AGENCY** will comply with the **COUNTY** and departmental policies and procedures.

b) The **AGENCY** will cooperate in monitoring site visits including, but not limited to, review of staff, fiscal and client records, and provision of related information at any reasonable time.

c) The **AGENCY** will submit other reports and information in such formats and at such times as may be prescribed by the **COUNTY**.

d) The **AGENCY** will submit reports on any monitoring of the program funded in whole or in part by the **COUNTY** that are conducted by federal, state or local governmental agencies or other funders.

e) If the **AGENCY** receives accreditation reviews, each accreditation review will be submitted to the **COUNTY** after receipt by the **AGENCY**.

f) All reports will be as detailed as may be reasonably requested by the **COUNTY** and will be deemed incomplete if not satisfactory to the **COUNTY** as determined in its sole reasonable discretion. Reports will contain the information or be in the format as may be requested by the **COUNTY**. If approved by the **COUNTY**, the **COUNTY** will accept a report from another monitoring agency in lieu of reports customarily required by the **COUNTY**.

6. Documentation.

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

- a. Articles of Incorporation
- b. AGENCY By-Laws
- c. Past 12 months of financial statements and receipts
- d. Membership list of governing board
- e. All legally required licenses
- f. Latest agency financial audit and management letter
- g. Biographical data on the AGENCY chief executive and program director
- h. Equal Employment Opportunity Program
- i. Inventory system -- (equipment records)
- j. IRS Status Certification/501 (c) (3)

k. Current job descriptions for staff positions

l. Match documentation

7. Disaster Response

The AGENCY will provide the COUNTY with a current copy of their Continuity of Operations Plan. The AGENCY will participate in community disaster response operations as requested by the COUNTY. The COUNTY agrees to support previously approved funded programs for a period of at least sixty (60) days after a disaster has been declared, provided the program agrees to address needs for disaster response and recovery efforts as directed by the COUNTY, unless otherwise indicated by a superseding authority. The COUNTY will seek to leverage the skills and services of the AGENCY, as appropriate or applicable, however other disaster duties may be assigned. This period may be extended within the current contract period at the discretion of the Human Services Director.

8. Special Situations.

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

9. Amendment/Modification.

In addition to applicable federal, state and local statutes and regulations, this Agreement

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

10. Cancellation.

a) The COUNTY reserves the right to cancel this Agreement without cause by giving thirty (30) days prior notice to the AGENCY in writing of the intention to cancel, or with cause if at any time the AGENCY fails to fulfill or abide by any of the terms or conditions specified. Failure of the AGENCY to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and shall be cause for immediate termination of the Agreement at the discretion of the COUNTY.

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

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

11. Assignment/Subcontracting.

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

b) The AGENCY is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. The AGENCY shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the COUNTY, without the prior written consent of the COUNTY, which shall be determined by the COUNTY in its sole discretion.

12. Indemnification.

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

13. HIPAA

a) The AGENCY agrees to execute a Health Insurance Portability and Accountability Act of 1996 (HIPAA) Business Associate Agreement upon execution of this

Agreement. (See Attachment 2.)

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

14. Insurance.

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

15. Public Entities Crimes.

The **AGENCY** is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to the **COUNTY** that the **AGENCY** is qualified to transact business with public entities in Florida and that its performance of the Agreement will comply with all applicable laws including those referenced herein. The **AGENCY** represents and certifies that the **AGENCY** is and will at all times remain eligible for and perform the services subject to the requirements of these, and other applicable, laws. The **AGENCY** agrees that any contract awarded to the **AGENCY** will be subject to termination by the **COUNTY** if the **AGENCY** fails to comply or to maintain such compliance.

16. Business Practices.

a) The **AGENCY** shall utilize financial procedures in accordance with generally accepted accounting procedures and Florida Statutes, including adequate supporting documents,

to account for the use of funds provided by the COUNTY.

b) The AGENCY shall retain all records (programmatic, property, personnel, and financial) relating to this Agreement for three (3) years after final payment is made.

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

17. Nondiscrimination.

a) The AGENCY shall not discriminate against any applicant for employment or employee with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment or against any client because of age, sex, race, ethnicity, color, religion, national origin, disability, marital status, or sexual orientation.

b) The AGENCY shall not discriminate against any person on the basis of age, sex, race, ethnicity, color, religion, national origin, disability, marital status or sexual orientation in admission, treatment, or participation in its programs, services and activities.

c) The AGENCY shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

d) At no time will clients served under this Agreement be segregated or separated in a manner that may distinguish them from other clients being served by the AGENCY.

18. Interest of Members of County and Others.

No officer, member, or employee of the COUNTY, and no member of its governing body, and no other public official of the governing body of any locality in which the program is situated

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

19. Conflict of Interest.

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

20. Independent Contractor.

It is expressly understood and agreed by the parties that AGENCY is at all times hereunder acting and performing as an independent contractor and not as an agent, servant, or employee of the COUNTY. No agent, employee, or servant of the AGENCY shall be, or shall be deemed to

be, the agent or servant of the COUNTY. None of the benefits provided by the COUNTY to their employees including, but not limited to, Worker's Compensation Insurance and Unemployment Insurance are available from COUNTY to the employees, agents, or servants of the AGENCY.

21. Non-Expendable Property.

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

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

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

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

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

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

3. The COUNTY shall have the right to take exclusive possession, control, and all other ownership rights of said property whose value exceeds \$5,000.00 at any time prior to September 30, 2018, if the AGENCY violates any provision of this Agreement, or if the AGENCY fails to use the property for the purposes of the project herein, or if the AGENCY ceases to exist for the purposes of this Agreement; and

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

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

22. Additional Funding.

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

23. Governing Law.

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

24. Public Records.

The AGENCY acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. The AGENCY agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and the AGENCY policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the AGENCY agrees to charge any third parties requesting public records only

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

25. Conformity to the Law.

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

26. Prior Agreement, Waiver, and Severability.

This Agreement supersedes any prior Agreements between the Parties and is the sole basis for agreement between the Parties. The waiver of either party of a violation or default of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent violation or default hereof. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

27. Agreement Management.

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

Tim Burns
Pinellas County Human Services
440 Court Street, 2nd Floor
Clearwater, Florida 33756

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

Barbara Scarsbrook
Lutheran Services Florida
2210 Tall Pines Drive, Suite 210
Largo, Florida 33771

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year written below.

PINELLAS COUNTY, FLORIDA, by and through its County Administrator

By: Mark Woodard
Mark Woodard

Date: March 13, 2018

Lutheran Services Florida, Inc.

By: Marie Mann
VP of operations
Title

Date: 3/5/18, 2018

APPROVED AS TO FORM

By: [Signature]
Office of the County Attorney