

**SERVICES AGREEMENT**

**THIS SERVICES AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_, 2022 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and Witt O’ Briën’s LLC (“Contractor”) (individually, “Party,” collectively, “Parties”).

**WITNESSETH:**

**WHEREAS**, the County requested proposals pursuant to 21-0271-LI for Emergency Rental Assistance Program Administration; and

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

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

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

**1. Definitions.**

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

**B. “County Confidential Information”** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data or information designated in writing by the County as County Confidential Information.

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

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

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

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

**3. Services.**

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

**B. Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from the Community Development Manager or County Designee.

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

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

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

**F. Non-Exclusive Services.** This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

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

**4. Term of Agreement.**

**A. Initial Term.** The term of this Agreement shall commence on the Effective Date April 22, 2022 and shall remain in full force and for twelve (12) months, or until termination of the Agreement, whichever occurs first.

**B. Term Extension.**

The Parties may extend the term of this Agreement for an additional twenty-four (24) month period pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

**5. Compensation and Method of Payment.**

**A. Services Fee.** As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 22 of the Agreement.

**B.** The County agrees to pay the Contractor the total annual not-to-exceed sum of \$551,100.00 for Services completed and accepted as provided in Section 16 herein if applicable, payable at the fully burdened hourly rates set out in Exhibit C attached hereto, upon submittal of an invoice as required herein.

**C. Travel Expenses.**

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

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

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

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

**6. Personnel.**

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

If a Contractor enters a contract with a Subcontractor, the Subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

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

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

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

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

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

**C. Approval and Replacement of Personnel.** The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

## 7. Termination.

### A. **Contractor Default Provisions and Remedies of County.**

1. Events of Default. Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 16, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

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

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

**B. County Default Provisions and Remedies of Contractor.**

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

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

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

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

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

9. **Confidential Information and Public Records.**

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

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

**C. Public Records.** Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, [purchase@pinellascounty.org](mailto:purchase@pinellascounty.org), Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6<sup>th</sup> Floor, Clearwater, FL 33756.**

**10. Audit.** Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

**11. Compliance with Laws.**

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

**12. Digital Accessibility**

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

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

Should Supplier:

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

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

**13. Public Entities Crimes**

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

**14. Liability and Insurance.**

- A. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including reasonable 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 for, any injuries or damages received or sustained by any person, persons, or property, or directly related to the Services performed by the Contractor for the Agreement; or any act or omission, neglect or misconduct of Contractor; any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.
- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

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

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

**17. Subcontracting/Assignment.**

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

**B. Assignment.**

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

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

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

For County:  
Office of Community Development  
440 Court Street, 2<sup>nd</sup> Floor  
Clearwater, FL 33756

Attn: Bruce Bussey, Manager

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

For Contractor:  
Witt O'Brien's, LLC  
818 Town & Country Blvd, Suite 200  
Houston, TX 77024

Attn: [contractrequests@wittobriens.com](mailto:contractrequests@wittobriens.com)  
with a copy to  
[cjoiner@wittobriens.com](mailto:cjoiner@wittobriens.com)

Legal Notices to:  
Witt O'Brien's LLC  
Attn: Legal Counsel  
2200 Eller Drive  
Fort Lauderdale, FL 33316  
Email: [blong@ckor.com](mailto:blong@ckor.com) with a copy to [cjoiner@wittobriens.com](mailto:cjoiner@wittobriens.com)



**20. Conflict of Interest.**

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

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

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

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

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

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

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

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

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

*(Signature Page Follows)*

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

PINELLAS COUNTY, FLORIDA

By and through its

Board of County Commissioners

*Charlie Justice*  
By  
Chairman Charlie Justice



Witt O'Brien's, LLC

By: *Cheryl Joiner*

Signature  
Cheryl Joiner

Print Name  
Director of Contracts and Compliance

Title

ATTEST:

Ken Burke,  
Clerk of the Circuit Court

By: *Deidra Leve*  
Deputy Clerk

Approved as to Form

**APPROVED AS TO FORM**

By: *Keiah Townsend*  
Office of the County Attorney

By: Office of the County Attorney

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK****Workstream 1: Call Center Support**

Contractor shall perform the following activities in connection with Workstream 1:

- Develop and implement a toll-free number that will be specific to and exclusively used in connection with Client's Pinellas County Emergency Rental Assistance Program (the "Program").
- Establish an inbound and outbound call system adequate to meet call traffic associated with the Program.
- Mobilize and train call center support team
  - Mobilize staffing to support inbound and outbound calls
  - Train staffing on Client's Program requirements, Program application process Neighborly interface and talk scripts
  - Assist in coordination with other program stakeholders
- Develop and implement call center quality assurance measures:
  - Develop and deploy mechanisms for ensuring quality assurance for call handling
  - Ensure call-load balancing to ensure overall call handling quality
  - Utilize QA/QC specialists & management processes to ensure that application processing is completed consistently and compliantly
  - Monitor call-load and average handling times and communicate any required changes in staffing due to increased call handling time or abandonments
- Develop and deliver call center key performance indicator (KPI) reports to Client
  - Establish mutually agreeable key performance metrics that enables both overall management staff and Client program staff to monitor overall program performance
- Escalate any issues as appropriate through the relevant channels:
  - Provide iterative feedback to Client management on impediments, challenges, or systematic issues with call center support
- Work with Client to implement any decisions made based on the recommendations above

Contractor shall produce the following deliverables in connection with Workstream 1:

- Adequate staffing M-F, 830 am to 530 pm, excluding County Holidays, and oversight to support inbound and outbound call traffic
- Weekly regular performance reports on inbound and outbound call handling
- Clearly articulated escalation and remediation path if goals are not being met

**Workstream 2: Application Processing**

Contractor shall perform the following activities in connection with Workstream 2 per the Pinellas County COVID-19 Emergency Rental Assistance Policies and Procedures Manual attached herein as Exhibit G:

- Mobilize and train application processing team:
  - Mobilize staffing to support centralized application processing in the Neighborly application
  - Train staffing on Client's Program requirements, Program application process, Neighborly interface and talk scripts
  - Assist in coordination with other Pinellas County Emergency Rental Assistance Program stakeholders
- Provide adequate quality assurance and controls for application processing:

## SERVICES AGREEMENT

## EXHIBIT A

## STATEMENT OF WORK

- Utilize quality assurance/quality control specialists & management processes to ensure that application processing is completed consistently and compliantly
- Provide regular reports on outcomes of quality assurance/quality control tiered reviews for Client evaluation
- Notify Client of any irregularities or patterns identified in application processing that may indicate the need for corrective action or program policy adjustment
- Contractor will support centralized review of application processing of applications assigned by Pinellas County:
  - Contractor will prioritize application review based on Pinellas County Program policies and procedures
  - Contractor will perform Initial review in the system of record in close coordination with the call center staff
  - Verify that the application being reviewed does not appear to be a Duplicate Application
  - Communicate with tenants for missing documentation and clarification until all missing documentation has been received or until an application is denied due to non-responsiveness
  - Communicate with landlords:
    - For missing documentation and clarification until all missing documentation has been received or until an application is denied due to non-responsiveness
    - To determine whether the landlord will accept direct payment from the program and confirming that the landlord and utility vendor are a match to the information contained on the lease and/or billing statement
  - Document all communications of the first deficiency communication for not providing the required documentation to confirm program eligibility
  - Process applications with considerations for eligibility, award amount and certifications by landlords
  - Ensure landlords selected by tenants are matched for identified tenants and resolve mismatched or unmatched applications
  - Perform any subsequent quality assurance review warranted after initial review and setting up the budget for the draw in the applicant file
  - Distribute balanced case load to ensure streamlined and equitable processing and quality performance
  - Placing an application into one of the following four final dispositions in the system:
    - a. **Application Denied** and an associated denial communication and opportunity to appeal has been sent to the applicant
    - b. **Withdrawn** and appropriate communication has been sent to the applicant
      - Applications are moved to Withdrawal either at Applicant's request or after having failed to provide necessary documentation need to determine application eligibility during the requisite timeframe. Timeframes are established in Exhibit G attached herein.
    - c. **Application Approved for Payment** (Approved: Payment in Process and Disbursed) and an associated approval communication has been sent to the applicant
    - d. **Duplicate Application**
- Additional services to be performed, but not considered part of the Application Eligibility Reviews
  - Performed reviews of Additional Fund Requests including recertification application submissions

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

- Escalate any issues as appropriate through the relevant channels:
    - Provide iterative feedback to Client management on impediments, challenges, or systematic issues
  - Work with Client to implement any decisions made based on the recommendations above
- Contractor shall produce the following deliverables in connection with Workstream 2:
- Adequate staffing and oversight to support application processing.
  - Regular, weekly performance reports submitted to County . The Project Executive will be assigned/provided at no cost to Client.
  - The Project Manager will ensure that the program is delivered to Client expectations; and work with Customer Service Team Lead, Application Review Supervisors and Quality Assurance Analysts to ensure that all appropriate quality controls are in place and will monitor daily performance.
  - The Customer Service Supervisor will be responsible for ongoing training of agents, oversee call center support, service level agreement (SLAs) and key performance indicators (KPIs), monitoring and reporting, and continuous improvement of customer service staff.
  - Eligibility Review Specialists will be responsible for conducting the initial review and applicant/landlord outreach necessary to determine initial eligibility, and for determining the amount eligible for payment if deemed eligible to participate in the program
  - Quality Assurance staff will be responsible for ongoing review of Applications put forth by Eligibility Review Specialists for approval, denial, or withdrawal to ensure they are meeting performance and service expectations and that documentation collected is accurate; ensures adherence to Program guidelines.
  - The Application Review Supervisor will be responsible for direct oversight of Eligibility Review Specialists. This includes supporting training, quality assurance, workload assignment and caseload balancing, the escalation of issues, concerns, or suggestions for process improvement to Customer Service/Application Review Supervisor.
  - U.S. Treasury Reporting- Contractor will prepare documentation for each reporting cycle following the published guidance issued by the U.S. Treasury Department. County will review, finalize, and submit all Treasury reports.

## SERVICES AGREEMENT

## EXHIBIT B

## INSURANCE REQUIREMENTS

**1. INDEMNIFICATION**

**Agency** agrees to indemnify, pay the cost of defense, including reasonable 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, any injuries or damages received or sustained by any person, persons, or property, directly related to the Services performed by the Contractor for the Agreement; any act or omission, neglect or misconduct of Contractor; any claim or amounts recovered under the Workers' Compensation Law, or of any other laws, regulations, ordinance, order or decree, or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

**2. INSURANCE**

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

Upon selection of Agency for award, the selected Agency shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.** To the extent of liabilities assumed by Contractor under this Agreement", Contractor's insurance policies shall include a waiver of subrogation in favor of the County and shall name the County as an additional insured under each of its policies. (Changes are acceptable to Risk.

A. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.

## SERVICES AGREEMENT

## EXHIBIT B

## INSURANCE REQUIREMENTS

If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work, you will be notified by CTrax, the authorized Agency of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org) and to CTrax c/o JDi Data at [PinellasSupport@jdidata.com](mailto:PinellasSupport@jdidata.com) by the Agency or their agent prior to the expiration date.

- 1) The Agency shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Agency from its insurer. Notice shall be given by email to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org). Nothing contained herein shall absolve Agency of this requirement to provide notice.
- 2) Should the Agency, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

B. If subcontracting is allowed under this RFP, the Primary 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 sub-Agency's 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 sub-Agency; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below. All subcontracts between the Agency and its sub-Agency's shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall:

- 1) Require each sub-Agency to be bound to the Agency to the same extent the 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 sub-Agency.
- 2) Provide for the assignment of the subcontracts from the Agency to the County at the election of Owner upon termination of the Contract.



## SERVICES AGREEMENT

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## EXHIBIT B

## INSURANCE REQUIREMENTS

- 3) Provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the sub-Agency except workers compensation and professional liability.
  - 4) Provide a waiver of subrogation in favor of the County, to the extent of liabilities assumed by Contractor under this Agreement .
  - 5) Assign all warranties directly to the County
  - 6) Identify the County as an intended third-party beneficiary of the subcontract. The Agency shall make available to each proposed sub-Agency, prior to the execution of the subcontract, copies of the Contract Documents to which the sub-Agency will be bound by this Exhibit B and identify to the sub-Agency any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- C. Each insurance policy and/or certificate shall include the following terms and/or conditions:
- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
  - 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Agency.
  - 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
  - 4) All policies shall be written on a primary, non-contributory basis.

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

- 1) **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If,

## SERVICES AGREEMENT

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## EXHIBIT B

## INSURANCE REQUIREMENTS

pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

## Limits

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

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

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

## Limits

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

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

SERVICES AGREEMENT

EXHIBIT B

INSURANCE REQUIREMENTS

Limits

Each Occurrence or Claim	\$ 2,000,000
General Aggregate	\$ 2,000,000

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

Limits

Each Occurrence	\$ 2,000,000
General Aggregate	\$ 2,000,000

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

## SERVICES AGREEMENT

## EXHIBIT C

## PAYMENT SCHEDULE

The Parties agree that compensation will include Firm Fixed Price and Time and Materials elements and adhere to the following pricing model:

**Proposed Costs and Cost/Labor Categories**

Cost Type	Cost/Labor Category	Rate
<b>(1) Application Eligibility Reviews</b>		
Fixed Unit Price	Application Eligibility Reviews (AERs)	\$185/Application
Fixed Unit Price	Recertification Reviews	\$110/Application
Fixed Unit Price	AERs in Process at Start	\$150/Application
<b>(2) Call Center Support</b>		
T&M	Customer Service Team Lead	\$95/hr
T&M	Customer Service Agent	\$75/hr
T&M	Customer Service Agent	\$50/hr

**Not-to-Exceed (NTE)\***

<b>(1) Overall Management &amp; Data/Reporting Support</b>			
Cost Category	Rate	Quantity	Est. Budget
Project Executive	\$300	25	\$7,500
Project Manager	\$175	390	\$68,250
<b>(1) Application Eligibility Reviews: Fixed Unit per Application</b>			
Cost Category	Rate	Quantity	Est. Budget
AERs	\$185	500	\$92,500
+Recertifications	\$110	300	\$33,000
AERs already in Process	\$150	950	\$142,500
<b>(2) Call Center Support (Call Center Support assumes up to 400 calls per day)</b>			
Customer Service Team Lead	\$95	130	\$12,350
Customer Service Supervisor	\$75	520	\$39,000
Customer Service Agent	\$50	3,120	\$156,000
<b>Total Price</b>			<b>\$551,100*</b> (Assumes initial funding runs from contract inception through 13 weeks of support).

The Parties agree that this staffing model will be adjusted at the sole discretion of Client based on key indicators as determined by Client, such as call volume, peak times, length of call holds, and average call time. Any such adjustment by Client will be made in writing and will be effectuated without the need to amend this Agreement or this Exhibit A.

**SERVICES AGREEMENT**

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**EXHIBIT C**

**PAYMENT SCHEDULE**

The Parties agree that the total obligation of Client to Contractor for all compensation, fees, and reimbursements to the Contractor will not exceed the Ceiling Price as defined in Section 6 of the Agreement.

It is the expectation and understanding of the Parties that the total obligation of Client under this Agreement will be sufficient for Contractor to provide the identified services for the term of the Agreement.

**SERVICES AGREEMENT**

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**EXHIBIT D****PAYMENT/INVOICES****PAYMENT/INVOICES:**

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

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

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

**INVOICE INFORMATION:**

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

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

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

## EXHIBIT E

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

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

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

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

**EXHIBIT E**

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

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



**SERVICES AGREEMENT**

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**EXHIBIT F****FEDERAL CONTRACT REQUIREMENTS****CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER  
FEDERAL AWARDS  
2 CFR 200 SUBPART F, APPENDIX II**

In addition to any other provisions required herein, the following provisions apply, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37

## SERVICES AGREEMENT

## EXHIBIT F

## FEDERAL CONTRACT REQUIREMENTS

CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.323. Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state 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 during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**SERVICES AGREEMENT**

**EXHIBIT F**

**FEDERAL CONTRACT REQUIREMENTS**

- (K) See §200.216. Prohibition on certain telecommunications and video surveillance services or equipment.
- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
    - (1) Procure or obtain;
    - (2) Extend or renew a contract to procure or obtain; or
    - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

## EXHIBIT G

## ERAP POLICIES AND PROCEDURES MANUAL

COVID-19 Emergency Rental Assistance

## Policies and Procedures Manual

**Preface**

This manual provides the policies and procedures of Pinellas County and the City of St. Petersburg (City) in its administration of Emergency Rental Assistance (ERA) funds through the Consolidated Appropriations Act (CAA), 2021, Pub. L. No. 116-260 and through the American Rescue Plan Act (ARPA) of 2021, Pub. L. No. 117-2. This document provides standard concepts, definitions, and procedures that enable Pinellas County/City program personnel to understand and effectively administer the program. This manual is a tool for staff to use as a reference and resource. This manual will be updated regularly to reflect changes in policies and procedures as well as new regulations, notices, and other guidance.

Per the guidance provided by the U.S. Department of the Treasury (U.S. Treasury), this manual, at a minimum, must address the following:

- Policies and procedures for determining a household's eligibility for the ERA program
- Policies and procedures for determining the prioritization of households in compliance with the statute
- Policies and procedures for maintaining program records
- Policies and procedures regarding the circumstances under which to accept applications without documentation
- Policies and procedures to prevent fraud
- Validation or fraud prevention procedures
- Controls to maintain compliance with the policies and procedures

**1 Policies**

This section of the *Pinellas County/City of St. Petersburg Emergency Rental Assistance (ERA) Program Policies and Procedures Manual* provides the overarching policies of the program. These policies are derived from the following source documents:

- Section 501(a) of Division N of the Consolidated Appropriations Act (CAA), 2021, Pub. L. No. 116- 260 (Dec. 27, 2020)
- Section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021)
- U.S. Department of the Treasury Emergency Rental Assistance Grantee Award Terms
- U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions, Revised August 25, 2021.

If the U.S. Treasury releases additional guidance related to the ERA program, the new guidance will be referenced in the previous list, and this manual may be updated to reflect program changes.

As these Policies and Procedures are updated to reflect additional guidance, applications that have previously been denied or moved to a non-responsive status will be re-reviewed based on updated Program Policies and Procedures. Applicants will be notified of the change in the status of their application and asked if they are still requesting assistance. The audit log will capture the change in application status and the request and response from the applicant.

Federal regulations applicable to this grant program include, without limitation, the following:

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by

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Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

- Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31C.F.R. Part 19.v.Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - New Restrictions on Lobbying, 31 C.F.R. Part 21.
- Statutes and regulations prohibiting discrimination applicable to this grant program include, without limitation, the following:
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance.
  - Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefiting from federal assistance.
  - The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
  - The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
  - The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto. For simplicity, the term "applicant" used throughout this document is the tenant applicant unless otherwise stated as "landlord applicant." Pinellas County/City includes Pinellas County and City of St. Petersburg personnel and contractor, Pinellas County/City subcontractor, and other partnering agency personnel who are administering the Pinellas County/City ERA program. All program personnel are grouped under "Pinellas County/City" for simplicity in Section 1: Policies. Section 2: Procedures specifies which staff members are responsible for conducting specific tasks.

### 1.1 General Provisions

The COVID-19 ERA program is administered by the U.S. Treasury and provides directly to Pinellas County \$21,421,218.80 through the CAA and \$24,935,835 through ARPA. Funding provided through CAA will be referred to as ERA1 and funding provided through ARPA will be referred to as ERA2. Funds are to assist households that are unable to pay rent and utilities due to the COVID-19 pandemic. Pinellas County will aid income-eligible households located outside the City of St. Petersburg but within the geographical boundaries of Pinellas County that are at risk of experiencing homelessness or housing instability due to the COVID-19 pandemic. The Pinellas County application portal will also host the City of St. Petersburg,

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which has received a separate allocation of \$8,012,455.90 through CAA and \$6,339,881 through ARPA. The programs are based on separate U.S. Treasury Grantee Awards and will be administered separately using the same application intake process and policies and procedures. (UPDATE: On March 8, 2022 the Board of County Commissioners expanded the County program boundaries to include eligible households in the City of St. Petersburg in response to the expenditure of all City ERA1 and ERA2 funds).

For ERA1, an eligible household may receive up to twelve (12) months assistance (plus an additional three (3) months if necessary to ensure housing stability for the household, subject to availability of funds). The aggregate amount of financial assistance an eligible household may receive under ERA2, when combined with financial assistance under ERA1, must not exceed 18 months. Assistance can be all arrears payments, prospective payments, or a combination of both. The statute does not prohibit the enrollment of households for only prospective benefits. Section 501(c)(2)(B)(iii) of Division N of the Act does provide that if an applicant has rental arrears, Pinellas County/City may not make commitments for prospective rent payments unless it has also provided assistance to reduce the rental arrears. Applicants who qualify for ERA1 will have funds disbursed under ERA1 up to 15 months of assistance, subject to availability of funds; remaining months of assistance will be disbursed through ERA2. Applicants who qualify for ERA1 will automatically qualify for ERA2 funds. If a tenant qualifies for ERA2 but not ERA1, funds will be disbursed under ERA2. In no case may an eligible household receive more than 18 months of assistance under ERA1 and ERA2 combined.

Utilities and home energy costs are separately stated charges related to the occupancy of rental property. Accordingly, utilities include separately stated electricity, gas, water and sewer, trash removal, and energy costs, such as fuel oil. Utilities that are covered by the landlord within rent will be treated as rent.

The ERA program can include assistance for other expenses related to housing including relocation expenses, such as rental security deposits, and rental fees, which may include application or screening fees, and reasonable accrued late fees not included in rental or utility arrears. Effective 4/11/2022, ERA program assistance is available for the cost of a hotel or motel room occupied by an eligible household as described in section 1.2.10. For ERA1, such housing-related expenses must be incurred due, directly or indirectly, to the COVID-19 pandemic. The ERA program does not cover legal fees including those incurred from eviction proceedings. All payments for housing-related expenses must be supported by documentary evidence such as a bill, invoice, or evidence of payment to the provider of the service.

In situations where a qualifying rental household is displaced, has been evicted or is currently experiencing homelessness, the household may still qualify for aid from the ERA Program. Examples may include scenarios where a renter household has been evicted, received a notice to vacate or nonrenewal notice. Qualified applicants in these scenarios are eligible for assistance with rent arrears as well as three months of future rental assistance in accordance with program policies. Assistance may be inclusive of other expenses related to housing, such as relocation expenses (including prospective relocation expenses), the cost of hotel or motel room, rental security deposits, utility deposits, and rental fees, which may include application or screening fees. Upon approval, the tenant will receive a Certification of Eligibility letter and referral to wrap-around services that can assist with housing stability. Based on tenant's request, arrears payments will be provided to prior landlord to relieve the rental debt on tenant's rental history and help the renter household establish and maintain stable housing. The Certification of Eligibility will obligate three months rent based on Fair Market Rent for the area for a period of 90 days from date of issuance. Upon entering a new qualifying rental agreement with a term of at least 6 months, Pinellas County/City will pay up to three months' rent directly to the current landlord up to the maximum total of 12 months' rent. Documentation of the tenant receiving funds in these situations will be captured in the audit log. To recertify for any additional months of ERA Program benefits (up to the cumulative

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maximum 18 months assistance), the tenant must be living in a unit and provide a copy of a current rental agreement.

For ERA1 at least 90% of the funds received by County/City will be used for the following needs:

- i. Rental payments
- ii. Rental arrears payments
- iii. Utilities and home energy payments
- iv. Utilities and home energy arrears payments
- v. Other expenses related to housing incurred due directly or indirectly to the COVID-19 pandemic

For ERA2, at least 65% of the funds received by Pinellas County and at least 85% of the funds received by the City of St. Petersburg will be used for the following needs:

- i. Rental payments
- ii. Rental arrears payments
- iii. Utilities and home energy payments
- iv. Utilities and home energy arrears payments
- v. Other expenses related to housing

The remaining funds may be used for the administrative costs of the program as well as housing stability services, including case management or other services intended to keep households stably housed. To supplement this, other funding sources have been identified to support housing stability services in coordination with the Pinellas County/City ERA Program. Given the challenges presented by the COVID-19 pandemic, the U.S. Treasury has granted the Pinellas County/City flexibility as to the particular form of documentation required, including permitting photocopies or digital photographs of documents, e-mails, or self-attestations from employers, landlords, caseworkers, or others with knowledge of the household's circumstances. Pinellas County/City must require all applications for assistance to include a self-attestation from the applicant that all information included is correct and complete.

The ERA program relies on participation from both the service provider (i.e., landlord, utility provider, other service provider) and the tenant. Pinellas County/City will obtain information from the service provider through the application process and make payments on behalf of the tenant.

Payments will be made by Pinellas County/City directly to the respective service provider (i.e., landlord, utility provider, or other service provider) on behalf of the applicant. Emergency rental assistance will not be paid directly to households except in limited cases where the service provider does not agree to participate in the program.

The U.S. Treasury directs that the Pinellas County/City must make reasonable efforts to obtain the cooperation of service providers to accept payments from the ERA program. Outreach will be considered complete if:

- a request for participation is sent in writing, by certified mail, to the service providers, and the addressee does not respond to the request within 7 calendar days after mailing; or
- if the grantee has made at least three attempts by phone or e-mail over a 5 calendar-day period to request the service provider's participation; or a service provider confirms in writing that the service provider does not wish to participate.

Pinellas County/City will document outreach to the service provider. After three attempts by phone or e-mail over a 5 calendar-day period to request the service provider's participation or if the service provider confirms in writing that they do not wish to participate, Pinellas County/City will make payments directly to the qualifying

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household. All outreach attempts to the landlord and any payment of assistance directly to the tenant will be documented in application portal audit log.

**1.2 Eligibility**

Pinellas County/City may only use the funds provided in the ERA to provide assistance to eligible renter households. To be eligible, a household must be a renter household residing in Pinellas County and Pinellas County/City must determine that:

- i. one or more individuals within the household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during or due, directly or indirectly, to the COVID-19 pandemic;
- ii. one or more individuals within the household can demonstrate a risk of or experiencing homelessness or housing instability; and
- iii. the household has a household income at or below 80% of area median income.
- iv. If the household is located within the City of St. Petersburg, the applicant may still enter through Pinellas County's portal, but will be funded through the City's allocation. (UPDATE: On March 8, 2022 the Board of County Commissioners expanded the County program boundaries to include eligible households in the City of St. Petersburg in response to the expenditure of all City ERA1 and ERA2 funds).

The following sections describe the information and documentation Pinellas County/City will collect to verify the applicant is eligible for the program. The information and documentation will be captured using software with electronic forms for applicants to input data and upload documentation.

**1.2.1 COVID-19 Economic Hardship**

To be eligible for assistance through the program, one or more members of the applicant's household must have either:

- (i) qualified for unemployment benefits; or
- (ii) for ERA1, experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 outbreak; or
- (iii) for ERA2, experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during or due, directly or indirectly, to the coronavirus pandemic.

ERA applicants may upload any readily available supporting documentation regarding household members' qualification for unemployment benefits, experience of other financial hardship, or risk of homeless or housing instability at the time of application. Supporting documentation must be dated on or after March 13th, 2020.

Applicants may also self-attest directly in application that due directly or indirectly to the COVID-19 outbreak they or another household member qualified for unemployment benefits, experienced a reduction in household income, incurred significant costs, or experienced a financial hardship. This is the standard for ERA1.



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Applicants are also asked to self-certify any applicable financial hardships experienced by one or more members of the applicant's household during the COVID-19 pandemic (since March 13, 2020) as eligible under ERA2. Applicants certifying "Other" financial hardship in this section are required to provide additional information or documentation in the application explaining their situation.

Because the standard in ERA2 is broader than the standard in ERA1, any applicant that self-certifies that it meets the standard in ERA1 will be considered to meet the standard for purposes of ERA2.

**1.2.2 Risk of Homelessness**

Pinellas County/City requires that one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability. The applicant will provide documentation or self-certify that one or more members of the applicant's household are currently at risk of or experiencing homelessness or housing instability, conditions may include:

- Received a past-due rent notice or eviction notice
- Received a past-due or cut-off notice from a utility provider
- Risk of eviction or lease termination
- Living in a residence that is not permanent or "living doubled up" (staying with friends or relatives)
- Struggling to pay rent and utilities, or rent and utilities are more than your household can afford
- Relying on credit cards or depleting savings to pay for rent or utilities
- Struggling to pay for essentials such as food, prescription drugs, childcare, or transportation
- Experiencing unsafe, unhealthy, or unstable living conditions

Applicants certifying "Other" housing instability conditions in this section are required to provide additional information explaining their situation in the application.

Households where documentation of rental obligation and household income show that rent exceeds 30% of household income will be considered to meet the standard for this requirement, without requiring further documentation.

**1.2.3 Income Verification**

The Act provides that Pinellas County/City may determine income eligibility based on either:

- (i) the household's adjusted gross income for calendar year 2020; or
- (ii) sufficient confirmation of the household's monthly income at the time of application, as determined by the Secretary of the Treasury.

Pinellas County/City requires applicants to self-report and attest to the household income and provide documentation the income for all adult household members using ONE of the following methods:

- A copy of the household's most recent Form 1040 Tax Return for all adult household members as filed with the IRS, but not older than tax year 2020.. With the IRS Form 1040 the applicant must include proof of submission to the IRS. If no such documentation is available to verify the IRS Form 1040, the applicant must use an alternative method of income verification, as outlined in this section;
- Wage documentation (two earning statements or one earning statement showing year-to-date earnings), interest statement, or unemployment compensation showing income for each adult household member over the 60 days preceding the application (if this form of income

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documentation is provided, eligibility for assistance will be reassessed every three months for the entire time period during which assistance is provided);

- Determination letter from another government agency dated on or after January 1, 2020, that verifies the applicant's household income or status as a low-income household; If income documentation is not readily available, self-attested household income as provided and certified by the applicant will be accepted without further proof of income only in the following cases:
- Qualifying households with an eviction case filed in court. Household income will be reassessed every three months by obtaining appropriate documentation or a new self-attestation.
- Household members with no income who are self-reported as currently being unemployed

**Under limited circumstances**, Pinellas County/City may rely on other written documentation (e.g., attestation from a caseworker or other professional with knowledge of a household's circumstances to certify that an applicant's household income qualifies for assistance). If such a third-party attestation without further documentation is relied upon, eligibility for assistance will be reassessed every three months for the entire time period during which assistance is provided.

Applicants may use the method of income verification mentioned above that is advantageous to the applicant in pursuit of eligibility, depending on their circumstances. In some cases, applicants may not qualify based on their Form 1040 income, but subsequently became income eligible during the pandemic.

The following table provides the 2021 maximum total household income limits, effective April 1, 2021, for Pinellas County

**Table 1 – Area Median Income Limits**

Family Size	50% of Median Income	80% of Median Income
1	\$25,850	\$41,350
2	\$29,550	\$47,250
3	\$33,250	\$53,150
4	\$36,900	\$59,050
5	\$39,900	\$63,800
6	\$42,850	\$68,500
7	\$45,800	\$73,250
8	\$48,750	\$77,950

Data Source: <https://www.huduser.gov/portal/datasets/il/il2021/2021summary.odn>

#### 1.2.4 Applicant and Household Members Verification

To process the application, deter fraud, and conduct a duplication of benefits check, Pinellas County/City must obtain additional information about the applicant and the household members. Household members are any additional relatives or persons residing in the home, including but not limited to other family members, roommates not on a separate lease, visitors expected to stay an indefinite length of time, and college students expected to return to the home. The information collected in the application includes contact information to communicate with the applicant regarding the application. The Act also requires Pinellas County/City to attempt to obtain demographic information about each applicant, including gender, race, and ethnicity.

Pinellas County/City will require applicants to provide ALL of the following information to confirm the identity of the applicant, co-applicant (if applicable), and household members:

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Government-issued identification for the applicant, co-applicant (if applicable), and all adult household members 18 years old or older (Driver's License, Florida ID Card, birth certificate, social security card, or green card);

- o Government-issued identification that have expired since March 2020 are acceptable
- Electronic form completed by the applicant indicating the full name and date of birth of each household member;
- Electronic form completed by the applicant indicating name and contact information for any co- applicant (if applicable);
- Electronic form completed by the applicant indicating the gender, race, and ethnicity of household members (applicants may refuse to answer); and
- Self-attestation from the applicant that the household information is accurate and complete.

**NOTE:** Application preparers are persons that participate/assist in the preparation and submission of the ERA program application for tenants but are not part of tenant's household. The definition also extends to those that assist others in preparing or performing support services in connection with ERAP Applications as well as volunteer preparers that collaborate with Pinellas County/City, assisting tenants with the preparation and submission of the ERA program application and incorporate the required documentation provided by the tenant.

Pinellas County/City will require Preparers to provide ALL of the following information:

- Name, Telephone Number, Email, and acknowledged Preparer Statement

#### 1.2.5 Occupancy Verification

Pinellas County/City must obtain, if available, a current rental agreement, signed by the applicant and the landlord or sublessor that identifies the unit where the applicant resides and establishes the rental payment amount.

If a household does not have a signed rental agreement, documentation of residence may include evidence of paying utilities for the residential unit or an attestation by a landlord who can be identified as the verified owner or management agent of the unit.

#### 1.2.6 Rental Assistance Verification

Pinellas County/City must obtain, if available, a current rental agreement, signed by the applicant and the landlord or sublessor that identifies the unit where the applicant resides and establishes the rental payment amount.

In the absence of a signed rental agreement, evidence of the amount of a rental payment may include bank statements, check stubs, or other documentation that reasonably establishes a pattern of paying rent or a written attestation by a landlord who can be verified as the legitimate owner or management agent of the unit. Absent a signed rental agreement, qualifying applicants may receive assistance with arrears and up to three months prospective rent. Any additional months of assistance will require a signed rental agreement to be in place. Pinellas County/City will require applicants to self-report their currently monthly rental obligation and provide ONE of the following to verify the rental payment amount:

- i. Applicable current rental agreement or agreements, signed by the tenant and the landlord or sublessor, that includes the unit where the applicant resides, terms of lease and rental payment amount, and any fees for which assistance is requested; or

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- ii. Bank statements, check stubs, or other documentation that reasonably establishes a pattern of paying rent; or
- iii. An attestation by a landlord who can be identified as the verified owner or management agent of the unit. If an applicant is able to provide satisfactory evidence of residence per 1.2.5, but is unable to present adequate documentation of the amount of the rental obligation as described above, Pinellas County/City will accept the self-reported information attested to in the tenant application to support the payment of assistance only in cases where (i) the household has an eviction filed in court or (ii) the applicant cannot provide a rental agreement or other documentation due to legitimate reasons (as determined and documented by Pinellas County/City). Such assistance may not exceed a monthly maximum of 100 percent of the greater of HUD's Fair Market Rent or Small Area Fair Market Rent for the area in which the applicant resides, as most recently determined by HUD and made available at <https://www.huduser.gov/portal/datasets/fmr.html>. This limited payment is intended to provide the most vulnerable households the opportunity to gather additional documentation of the amount of the rental obligation or to negotiate with landlords to avoid eviction. The assistance described in this paragraph may only be provided for three months at a time, and evidence of rent owed consistent with the above must be provided after three months to provide further assistance to such a household; the U.S. Treasury expects that in most cases the household would be able to provide documentation of the amount of the rental obligation in any applications for further assistance. Pinellas County/City will provide arrears and prospective rental payments as part of the program. Prospective rental payments will be based on the rate indicated in the most current rental agreement. Any rent due will be considered arrears on or after the 10<sup>th</sup> of the current month. Partial payments made by the tenant will be applied to the earliest rent arrears.

**1.2.7 Landlord Participation**

Except in limited cases where the landlord does not wish to participate in the Program, Pinellas County/City will obtain ALL of the following information from landlords to process the application and payments:

- Landlord's W-9 OR completed electronic W-9 Form in the landlord application;
- Monthly ledger and/or other financial records from the landlord indicating the tenant's contact information, rental arrears and non-variable fees included in rent, excluding rent check fees, pet fees, or any other cost deemed to be ineligible according to Pinellas County/City for the program period (March 13, 2020 to present). Ledgers from tenants in easily altered formats such as Word and Excel are not acceptable forms of documentation, although such documentation may be accepted if provided directly by the landlord;
- Attestation from the landlord that payments received from the Pinellas County/City ERA program will be used to satisfy the tenant's rental obligations to the owner;
- Attestation from the landlord disclosing any directly received assistance specific to that household; and
- A completed Pinellas County/City Landlord Acknowledgement Form.

Landlords or their representatives who choose not to or are prohibited from completing an application but who have provided a valid W-9 and any necessary documentation to substantiate relationship between payee and legal owner of the property, will be paid directly.

Pinellas County/City will attempt to contact the landlord as outlined in 1.1, if the landlord refuses to participate or there is no response to the outreach after five (5) days, the tenant may be paid directly. All outreach attempts will be documented in the audit log.

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Pinellas County/City will obtain ALL of the following information from applicants to process the application and payments:

- Electronic form completed by the applicant with the landlord's contact information, including e-mail address; and
- Electronic form completed by the applicant with amount of arrears and prospective rental payments requested (not to exceed 3 months of prospective payments and not to exceed 18 months total of arrears and prospective payments).

**1.2.8 Utilities Assistance Verification**

As part of the program, Pinellas County/City will provide payments for utilities cost and arrears (missed payments). Utility payments will only be made at the time rent payment processing including original payment and additional funds request (AFR). No advance payments or individual payments for utilities will be made without being associated with a rent payment. Utility bills with a statement date more than 30 days prior to when the payment recommendation is provided to Pinellas County/City will require review staff to follow-up with the utility provider to request an updated bill and confirm the amount owed prior to payment being issued. Utilities payments will be made directly to utility providers on behalf of the applicant.

Pinellas County/City will obtain ALL of the following information from utility providers to process the application and payments:

- Utility provider's W-9;
- Utility provider's contact information, including e-mail address; and
- Utility provider's point of contact to coordinate with directly on arrears payments.

Pinellas County/City will obtain ALL of the following information from applicants to process the application and payments:

- Bill, invoice, or evidence of payment from applicant for each month of utilities assistance requested; and
- Electronic form completed by the applicant with amount of utility payments requested (not to exceed 18 months total of payments).

**1.2.9 Duplication of Benefits Verification**

Pursuant to the Act, when providing ERA assistance, Pinellas County/City must review the household's income and sources of assistance to confirm that the ERA assistance does not duplicate any other assistance, including federal, state, or local assistance provided for the same costs.

Pinellas County/City may rely on a self-attestation from the applicant regarding non-duplication with other government assistance in providing assistance to a household. Pinellas County/City will compare data from the other federal rental assistance funding programs to determine if duplication of benefits occurs. Pinellas County/City will compare its ERA program application data to the following data sets during the applicable timeframes of assistance:

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Data Set	Coordinating Agency	Point of Contact	Timeframe for Requested Assistance
City of St. Petersburg Financial Assistance	City of St. Petersburg	Lynn Farr	Calendar Year 2020
City of Largo	City of Largo	Arrow Woodward	Calendar Year 2020
City of Clearwater	City of Clearwater	Kara Grande	Calendar Year 2020
State Housing CRF	Pinellas County	Sherilyn Harris	Calendar Year 2020
CARES Individual & Family Financial Assistance	Pinellas County and 211 Tampa Bay Cares	Joe Riddle	Calendar Year 2020
CHAP	Pinellas County & HEP	Rebecca Wayne	Calendar Year 2021 & 2022
State of Florida ERA Program (OUR Florida)	Tidal Basin	Alex Ali	Calendar Year 2021 & 2022
Boley Centers, Inc.	City of St. Petersburg	Lynn Farr	Calendar Year 2021 & 2022
Catholic Charities	City of St. Petersburg	Lynn Farr	Calendar Year 2021 & 2022

Pinellas County/City will obtain ALL of the following information from applicants as part of the application process to conduct a duplication of benefits check:

- Applicant's information as stated above in Applicant and Household Members Verification;
- Self-attestation from the applicant with the amount of previous assistance received; and
- Self-attestation from the applicant that the information is accurate and complete.

Pinellas County/City will conduct a duplication of benefits verification as detailed in Section 2: Procedures of this manual. This includes:

- Evaluating applications with a Duplication of Benefits Calculation Worksheet that is built into the application software system; and
- Maintaining records of Agreement for Assistance, Duplication of Benefits Calculation Worksheet, Applicant Duplication of Benefits Statement, and applicable supporting documentation regarding other assistance received or anticipated in each applicant file. Pinellas County/City may provide assistance for applicants who previously received assistance from OUR Florida if the applicant has been denied by OUR FL or is no longer eligible to receive assistance from the program because they have met the maximum monthly payment of \$2,000, \$15,000 program amount or 15 months of assistance. Applicant will need to provide documentation of denial from OUR FL and an updated ledger/documentation from the landlord to verify what assistance was received from OUR Florida.

#### 1.2.10 Hotel/ Motel Stays

The cost of a hotel or motel room occupied by an eligible household may be covered using ERA assistance within the category of certain "other expenses related to housing" (as described in Treasury [FAQ 7](#)) provided that:

- i. the household has been temporarily or permanently displaced from its primary residence or does not have a permanent residence elsewhere;
- ii. documentation of the hotel or motel stay and proof of payment by the applicant is provided; and
- iii. other applicable requirements provided in the statute and FAQs are met.

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Eligible displaced tenants who have lived in the same hotel/motel for a minimum period of 30 continuous days or have been evicted from their permanent residence within the past 30 days, can be reimbursed for documented hotel/motel expenses paid by applicant. Hotel/motel expenses are limited to 120 nights or a maximum amount of \$9,000.00, whichever is less. Applicants must provide invoices and proof of payment. Hotel/motel payments made on behalf of an applicant by anyone other than a household member(s) such as a non-profit organization or other government agency are not eligible for reimbursement. Unpaid hotel/motel expenses (arrears) will be paid directly to the hotel/motel.

Applicants may receive multiple reimbursement payments for hotel/motel expenses up to the time limit or maximum amount. Payments will not be made for a period of time less than 30 days unless the applicant has secured permanent housing or it is a final benefit payment. The cost of the hotel/motel stay includes room only and does not include any expenses incidental to the charge for the room.

Hotel/motel expenses prior to January 1, 2022 are not eligible.

If an applicant relocates to a different hotel/motel, regardless of reason, the applicant must meet the 30 continuous day stay in that different hotel/motel to qualify for reimbursement.

Assistance provided for the amount of time spent in a hotel/motel will count as time against the total number of months an applicant is allowed to receive ERA assistance (18 months). The cost of the hotel/motel will be recorded in the Neighborly software system as hotel/motel assistance to record the number of months of assistance.

Applicant will, at the same time, be provided with a certificate of eligibility for security deposit and three months rent, calculated at the Fair Market Rents provided by the U.S. Department of Housing and Urban Development (HUD) to facilitate finding a permanent residence.

If an applicant is currently homeless, they should be referred to 211 Tampa Bay Cares for assistance through other available funding sources and agencies.

### 1.3 Prioritizing Households

Priority for funding will be given to renter households that qualify as very low income (less than 50% AMI), households in which one or more members is currently unemployed and has been unemployed for at least 90 days prior to the application, and households that have an eviction filed in court. Once applications have been reviewed and are ready for approval by Pinellas County/City, the program will disburse funds on a rolling basis. At the time of disbursement, recipients that are very low income and/or households in which one or more member has been unemployed for at least the last 90 days will have their funds disbursed first. Remaining funds will then be disbursed to remaining qualified applicants.

To accomplish the prioritization goals of the program, Pinellas County/City has established the following process for funding approved applications.

Applications submitted to the software system will be assigned a score based on cumulative points awarded based on the priorities of the program:

- 5 points for households that include an individual who is currently unemployed and has been unemployed for the 90 days prior to application
- 5 points for households with income at or below 50 percent of the area median income
- 5 points for households that have an eviction filed in court
- 0 point for all other applications

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- Once submitted, applications are assigned for review in order of cumulative points awarded, then by date submitted.

Reviewers will evaluate cases with the highest points first, in order of when the application was submitted. Applications that are pending payment approval will be organized into two categories:

1. Group 1 – Households that include an individual who is currently unemployed and has been unemployed for the 90 days prior to application, households with income at or below 50 percent of the area median income and households with an eviction filed in court
2. Group 2 – All other applications

Operations Manager will review a payment recommendation report at least weekly that includes a batch file of applications that have been reviewed and are recommended for payment. The applications will be sorted by:

1. Group 1 applications in order of the date the application was submitted
2. Group 2 applications in order of the date the application was submitted

The payment recommendations report will also include the following analysis in a narrative cover sheet:

- The total number of group 1 and group 2 applications that have been reviewed and are recommended for payment
  - The total amount of grant funding available
  - A recommendation on the number of group 1 and group 2 applications for payment based on available funding and other factors as determined by Pinellas County/City
- Pinellas County/City will review the report, conduct sampling review of documentation, provide feedback, and provide the final approval for funding.

Any short-term variations from this protocol as may be required during implementation of any changes in program policies and procedures will be documented in ERA program files.

#### 1.4 Internal Controls

**Accepting self-attestations:** The intent of the ERA program is to provide assistance in high-need populations. In some cases, applicants may be eligible but do not have the documentation to support their eligibility. Pinellas County/City specifies in Section 1.2 the process by which the Pinellas County/City will allow written self-attestation of eligibility without further documentation.

To prevent fraud, case files are evaluated using the following review process:

- **Initial Review:** An Eligibility Specialist will evaluate the tenant and landlord application information and documentation using a reviewer checklist. The reviewer checklist addresses the information and documentation requirements described in Section 1.2: Eligibility. The reviewer checklist is housed in the Neighborly Software system. The Eligibility Specialist will complete the reviewer checklist to determine whether sufficient documentation has been provided to recommend approval of the case as eligible for emergency rental assistance. The case file will include the following information:
  - The tenant application information and uploaded documentation
  - The landlord application information and uploaded documentation, if applicable
  - Case file notes provided by the Eligibility Specialist documenting any specific circumstance relevant to eligibility recommendation
  - Records of any correspondence between the Eligibility Specialist and the applicant



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- The reviewer checklist of the information and documentation provided for eligibility
- First name and last name of the Eligibility Specialist
- Date and time the application review was completed
- **Budget Review:** A Budgeting Specialist will calculate and complete rent and utilities budget for the application, this is a function in the Neighborly Software system.
- **Quality Assurance/Quality Control (QA/QC) Review:** A Lead Eligibility Specialist conducts an independent review of the case file and completes a checklist to confirm the case file is ready for payment recommendation review. Any issues with the case file will be addressed with the Eligibility Specialist. Once the issues are resolved, the Lead Eligibility Specialist will change the status of the case to Pending Compliance Review in the application software system.
- **Payment Recommendation Compliance Review:** The Project Coordinator will generate a report of all cases that are Pending Compliance Review. This will be a batch file of pertinent data to assign and track compliance reviews and will not contain personally identifiable information (PII) of the applicant. The Operations Manager will conduct sampling review of documentation and evaluate the data for trends, anomalies, and issues. If additional information or follow-up is needed prior to the case being approved for payment, the Operations Manager will change the status to Returned for Review and document the reason for return in the audit log. The Project Manager or their designee is responsible for monitoring cases in the Returned for Review queue and following up to resolve. Once any issues have been resolved, the file is prepared in a payment recommendation report for payment approval review.
- **Payment Approval Review:** The Operations Manager will evaluate the payment recommendation report for trends, anomalies, and issues. Any issues will be addressed with the Project Manager. Once issues have been resolved, the cases are batch approved for payment and funds are disbursed.

## 1.5 Appeals Process

During the activities of the ERA Program, many decisions will be made involving each application. These decisions will be made based on implementation of the following:

1. Applicable federal regulations identified in Section 1 Policy
2. This Pinellas County/City of St. Petersburg COVID-19 Emergency Rental Assistance Policy and Procedure Manual

During these program activities and decisions, it is possible that applicants may believe they have a legitimate reason to appeal a decision made regarding their application. To allow for such circumstances, Pinellas County/City will allow applicants to submit their appeals for consideration within 30 days of denial notification. Pinellas County/City will attempt to resolve such issues in a manner that is both sensitive to the applicant's needs and achieves a result fully compatible with all applicable laws, regulations, and local codes and ordinances. The goal of Pinellas County/City is to provide an opportunity for applicants to receive a response to and/or resolve their issues in a timely manner, within fifteen (15) business days, if feasible. Applicants residing outside the City of St. Petersburg may submit a written appeal by e-mail at [ERAPappeals@pinellascounty.org](mailto:ERAPappeals@pinellascounty.org) or by postal mail to:

Pinellas County Office of Management of Budget - ERAP Appeal  
14 South Fort Harrison Avenue Clearwater, FL 33756

Applicants residing in the City of St. Petersburg may submit a written appeal by email at [ERAPappeals@stpete.org](mailto:ERAPappeals@stpete.org) or by postal mail to:  
City of St. Petersburg – ERAP Appeal

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One 4<sup>th</sup> Street North St. Petersburg, FL 33701

The process to address appeals is detailed in Section 2.2 Appeals Procedure.

### 1.6 Preventing Waste, Fraud, and Abuse

Pinellas County/City must have controls in place to ensure compliance with the policies and procedures outlined in this document to prevent fraud.

The application software will conduct an automatic check for duplicate application social security numbers. If duplicate social security numbers are identified, the Eligibility Specialist will contact the applicant to determine whether the duplicate application was a user error. Duplicate applications will be moved to a Void status.

This program relies on the applicant to provide accurate and complete information. When submitting an application, the applicant must attest the information and documentation provided is accurate and complete. Pinellas County/City's approach to fraud prevention includes the following components:

1. Prevention
2. Deterrence
3. Anti-fraud controls
4. Fraud detection analytics

#### 1.6.1 Fraud Prevention

The first component in mitigating fraud is to prevent it from happening. Prevention methods include:

- Applicants are provided with clear, routine, and consistent public messaging about the intent of the program and the eligibility requirements.
- If applicants do not complete the required fields and upload the required documentation, the reviewer will not approve the application until the correct information and documentation is provided.

#### 1.6.2 Fraud Deterrence

Deterring fraud is another important component of reducing fraud. The application includes the following self-attestation that must be marked and electronically signed to deter applicants from intentionally providing false information.

The applicant(s) certifies that all information in this application, and all information furnished in support of this application, is given for the purpose of obtaining funding from Pinellas County/City of St. Petersburg under the Consolidated Appropriations Act (CAA), 2021, Pub. L. No. 116-260.

- I understand that Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making a false or fraudulent statement to any department of the United States Government, which includes the U.S. Department of the Treasury.
- I certify that the application information provided is true and complete to the best of my/our knowledge.
- I agree to provide any documentation needed to assist in determining eligibility and am aware that all information and documents provided, except as exempted pursuant to law, are a matter of public record.
- I agree that if benefits received following receipt of Emergency Rental Assistance funds are a duplication of benefits received from other sources such as federal benefits or charitable donations, that any subsequent assistance received shall be repaid by the Applicant to the County or City up to the amount

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of the Applicant's award under the Emergency Rental Assistance Program (this statement added after September 3, 2021)

- I further grant permission and authorize any bank, employer, or other public or private agency to disclose information deemed necessary to complete this application.
- I authorize the ERA program staff to contact my landlord/property manager, employer, agencies, utility providers, and other applicable individuals for information about my family or myself for the purpose of rental assistance, case management, and referrals. This authorization includes any exempt or confidential information and all agencies and individuals with whom I have worked or may work through referral by any agency. This authorization will be considered a release. The release of content includes but is not limited to all information, including any exempt or confidential information, regarding rental history, rental amount, landlord information, income, employment, or other information needed to determine eligibility and process request for rental or utility assistance.

**Notice of Collecting Social Security Numbers:**

Florida Public Records Law (specifically Section 119.071(5), Florida Statutes 2007), requires a written statement explaining the purpose and authority for collecting Social Security Numbers. Your Social Security Number is being collected for the purposes of income certification for the **Pinellas County/City of St. Petersburg Emergency Rental Assistance Program** which requires third-party verification of income. In addition, this information may be collected to verify unemployment benefits, social security/disability benefits, and other related information necessary to determine income and eligibility for the program that is funded by federal program dollars. Your Social Security Number will NOT be used for any other purpose other than verifying eligibility for the Program.

- I agree that the Pinellas County/City or its third-party designee may collect and retain any and all information, including credit history, which may be required in processing this application.

### 1.6.3 Anti-Fraud Controls

The program includes the following measures to identify fraud and mitigate potential duplication of benefits:

- The application includes a form for the applicant to self-report any prior rental or utilities assistance during the pandemic period.
- The application requires the applicant to attest that the information is accurate and complete.
- The application includes a warning to applicants about the consequences for knowingly providing fraudulent or intentionally incorrect, illegible, or incomplete information.
- The application software will identify applications with the same social security number so that duplicates can be removed from the system.
- A Duplication of Benefits check occurs upon initial review by Eligibility Specialists and again at Compliance Review before payment is issued.
- Eligibility Specialists are provided an initial 8 hours of program-specific training on identifying eligible applicants and detecting fraud.
- Lead Eligibility Specialists provide their staff with daily briefings regarding eligibility and fraud.
- The Project Manager provides daily briefings with Lead Eligibility Specialists on program updates and fraud prevention requirements.
- The Eligibility Specialist will evaluate applicant data to cross-reference the eligibility information and documentation to find inconsistencies and missing information.
- Applications are processed through a secondary QA/QC review independent of the application review process to detect issues and fraud.

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- Instances of potential fraud will be reported to the U.S. Treasury at the following link: <https://www.treasury.gov/services/report-fwa/Pages/Treasury-Fraud.aspx>.

## 1.6.4 Fraud Detection Analytics

The application software includes features to run reports on the application data. Pinellas County/City will conduct the following tasks to detect fraud through data analytics:

- Pinellas County/City will run reports of the application data to identify trends and anomalies for fraud detection and prevention.
- Pinellas County/City will conduct a QA/QC audit to identify potential duplication of benefits.
- To the extent the information is available Pinellas County/City will obtain data from prior rental assistance programs during the pandemic period so the applicants and amounts can be cross-referenced with this program. If the Eligibility Specialist detects fraud in any application, the Eligibility Specialist will notify the Lead Eligibility Specialist for further review. The Lead Eligibility Specialist will review the documentation to determine if there is evidence of fraud and provide that information to their Supervisor, and then the Project Manager. If the application is determined to have evidence of fraud, the case will be referred to the Operations Manager. Instances of potential fraud will be reported to the U.S. Treasury at the following link: <https://www.treasury.gov/services/report-fwa/Pages/Treasury-Fraud.aspx>.

## 1.7 Privacy Requirements

The Act requires that Pinellas County/City must establish data privacy and security requirements for certain information regarding applicants that:

- include appropriate measures to ensure that the privacy of the individuals and households is protected;
- provide that the information, including any PII, is collected and used only for the purposes of administering rental assistance and submitting reports to Treasury; and
- provide confidentiality protections for data collected about any individuals who are survivors of intimate partner violence, sexual assault, or stalking.

The application data contains PII and must be kept secure per federal requirements and in accordance with the Grantee policies regarding Personally Identifiable Information.

Pinellas County/City ERA program personnel, including contractors, subcontractors, and partnering agency personnel, will not disclose applicant data outside of the program processes and procedures.

All applicant information and documentation will be obtained, managed, and maintained through the program software system, which is stored in U.S. FedRAMP-certified Microsoft data centers to maintain the security of the applicants' data.

Reports exported from the ERA program software system will contain aggregate data, and all PII information will be removed for the payment recommendation and payment approval process.

## 1.8 Maintaining Records

Pinellas County/City must maintain records and financial documents sufficient to support compliance with Section 501(c) regarding the eligible uses of Emergency Rental Assistance funds.

Each case file will include following the information and documentation:

- Application information described in Section 1.2 Eligibility
- Correspondence or other communication with applicants related to their application file

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- Date and time and method of correspondence or other communication (i.e. email, text, letter, phone).
  - First name and last name of staff corresponding with the applicant
  - Case file notes from Eligibility Specialist documenting any specific circumstances relevant to eligibility recommendation
    - Date and time of notes
    - First name and last name of Eligibility Specialist
  - Correspondence or other communication with local, state, federal, and partnering agencies regarding the applicant's application file
  - Record of outreach to landlords and utility providers
    - Date and time of outreach
    - First name and last name of Eligibility Specialist
    - Record of frequency of outreach
    - Determination of nonresponsive service provider
  - For applications that are missing information or documentation, correspondence or other communication to the applicant for additional information with the following:
    - Date and time and method of correspondence or other communication
    - First name and last name of Eligibility Specialist
    - Missing, incomplete, or illegible information or documentation that needs to be provided
    - Record of frequency of outreach
    - Determination of nonresponsive service provider
    - Determination of approval or denial
  - For denied applications, correspondence or other communication to the applicant with the following:
    - Date and time and method of correspondence or other communication
    - First name and last name of Eligibility Specialist
    - Justification for the denial determination
  - For approved applications, a completed reviewer checklist stating that sufficient documentation has been provided to approve the application
    - Completed reviewer checklist with the first name and last name of the Eligibility Specialist and the date and time the initial review was completed
    - Completed QA/QC checklist with the first name and last name of the Lead Eligibility Specialist and the date and time the QA/QC review was completed
- Pinellas County/City will also maintain the following program records:
- Pinellas County/City of St. Petersburg COVID-19 Emergency Rental Assistance Policies and Procedures Manual, which includes:
    - Policies and procedures for determining a household's eligibility for the ERA program
    - Policies and procedures for determining the prioritization of households in compliance with the statute

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- Policies and procedures for maintaining program records
- Policies and procedures under what circumstances to accept applications without documentation
- Policies and procedures to prevent fraud
- Validation or fraud prevention procedures to prevent abuse
- Controls to maintain compliance with the policies and procedures
- Weekly program status reports
- Monthly and quarterly reports for U.S. Treasury
- Record of key decisions made regarding the implementation of the Pinellas County/City ERA program

The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) in order to conduct audits or other investigations. Records shall be maintained by Pinellas County and the City of St. Petersburg for a period of five (5) years after all funds have been expended or returned to the Treasury. Reports are due to the Treasury no later than 30 days after the end of the quarter.

<b>Quarter/Month</b>	<b>Dates</b>	<b>Report Due Date</b>
Q1 2021	Award Date – March 30 (90 days or 91 days in leap years)	May 12, 2021
April	April 1 – April 30 (30 days)	May 17, 2021
May	May 1 – May 31 (31 Days)	June 15, 2021
June	June 1-June 30 (30 days)	July 15,2021
Q2 2021	April 1 to June 30 (91 Days)	July 29, 2021
July	July 1 – July 31 (31 days)	August 16, 2021
August	August 1 – August 31 (31 days)	September 15, 2021
Q3 2021	July 1 – September 30 (92 days)	October 15, 2021
Q4 2021	October 1 – December 31 (92 days)	January 17, 2022

## 2 Procedures

This section of the manual describes how Pinellas County/City will administer the ERA program in accordance with the policies described in Section 1 Policies. While the organizational structures and payment processing functions vary, the Operations Manager for each jurisdiction is ultimately responsible for the program execution.

- The Project Coordinator provides overall program support and coordination.
- The Project Manager provides overall direction and control for program staff.

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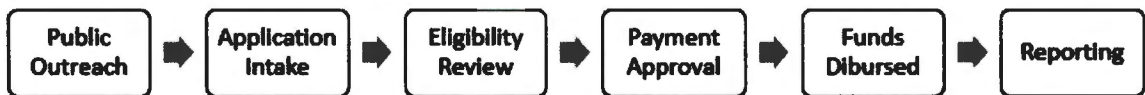
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- The Quality Control Reviewer (QCR) provides a QA/QC review of work performed by the Eligibility and Budgeting Specialists and then creates the draw. The Budgeting Specialist will calculate the applicant's budget.
- The Eligibility Specialists review and process ERA applications.
- The Customer Service Representatives answer questions from the public about the Pinellas County ERA Program.
- The Compliance Specialists review ERA applications post-processing to verify compliance with Program Policies & Procedures.
- Finance Accounts Payable provides final audit and processes payments.

The following process flow shows the major elements of the program. There are additional processes within each one of these program elements.

- Public outreach to advertise the program to the community
- Application intake to receive and process applications through the Neighborly Software system.
- Eligibility review which includes four review stages: initial review, budgeting, QA/QC review, and payment recommendation compliance review
- Payment approval where eligible applicants are approved for payment
- Funds disbursed to eligible applicants
- Reporting to the U.S. Treasury per program policies

## Overarching Program Process Flow



## 2.1 Eligibility Review SOP

The following diagram provides a graphical representation of the Eligibility Review process and the four stages of eligibility review.

- **Initial Review:** An Eligibility Specialist will evaluate the tenant and landlord application information and documentation using a reviewer checklist that is built into the application software.
- **Budgeting Review:** A Budgeting Specialist will create a budget.
- **QA/QC Review:** The Quality Control Reviewer (QCR) provides a quality assurance/quality control review of work performed by the Eligibility and Budgeting Specialists, then creates the draw and completes the QA/QC checklist to confirm the Initial Review is accurate and the case file is ready for payment recommendation review.
- **Payment Recommendation Compliance Review:** The Project Coordinator will generate a report of all cases that are Pending Compliance Review to conduct the payment recommendation compliance review.
- **Payment Approval Review:** The Operations Manager will evaluate the payment recommendation report and submit final payment approval.

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## 2.2 Initial Review

During the Initial Review, an Eligibility Specialist will evaluate the tenant and landlord application information and documentation using a reviewer checklist. The reviewer checklist addresses the information and documentation requirements described in Section 1.2 Eligibility. The Reviewer checklist is housed in the Neighborly Software system.

The Eligibility Specialist will complete the reviewer checklist stating whether sufficient documentation has been provided to approve the case. The case file will include the following information:

- The tenant application information and uploaded documentation
- The landlord application information and uploaded documentation, if applicable
- Case file notes provided by the Eligibility Specialist documenting any specific circumstance relevant to eligibility recommendation
- Records of any correspondence between the Eligibility Specialist and the applicant
- The reviewer checklist of the information and documentation provided for eligibility
- First name and last name of the Eligibility Specialist
- Date and time the application review was completed

When the tenant and landlord applications are approved and the case is ready to move forward, the Eligibility Specialist enters *Original Amount* and *Other Disbursements* in the budget for the case and changes the status to Application Quality Assurance Review. In instances where the landlord has indicated in writing that they do not wish to participate, this will be noted with a copy of the correspondence in the audit log and the landlord application may be changed to a complete status and the case continue through the review process. In these cases, Pinellas County/City will make payments directly to the household, and document it in the case audit log.

## 2.2.1 Budgeting Review

**Budgeting Review:** The Budgeting Specialist reviews the application to develop the budget.

## 2.2.2 QA/QC Review

**Quality Assurance/Quality Control (QA/QC) Review:** A QCR will conduct an independent review of the case file and complete the QA/QC checklist to confirm the case file is ready for payment recommendation review. Issues with the case file will be discussed with the Eligibility Specialist who reviewed the file and addressed.

The QA/QC Review Checklist provides the list of acceptable information and documentation from Section

- 1.2 Eligibility that the Lead Eligibility Specialist should confirm is present in the applicant case file, or a self-attestation has been provided in lieu of missing documentation where applicable.

As an additional review before entering the amount requested in the budget, the Lead Eligibility Specialist will conduct the following verifications:

- **Address Check** - The Lead Eligibility Specialists will generate a report of address data for applications that are ready for Payment Recommendation Review to confirm the addresses are within the jurisdiction. Outliers will be addressed individually.
- **Property Owner Check** – The Lead Eligibility Specialist will generate a report of owner data for applications that are ready for Payment Recommendation Review. The owner data will be inputted into property tax software to confirm the name matches the owner in the database. Outliers will be addressed individually.



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After verifying this information, the Lead Eligibility Specialist enters the *Amount Requested* in the draw request and changes the case status to Pending Compliance Review.

2.2.3 Compliance Review

During the Compliance Review, a Compliance Specialist will evaluate the tenant and landlord application information and documentation using a compliance review checklist. The compliance reviewer checklist addresses the information and documentation requirements described in Section 1.2 Eligibility and is housed in the Neighborly Software system. All applications recommended for approval will be reviewed for compliance with program policies and procedures.


The Compliance Specialist reviews and verifies the entire case file, including the duplication of benefits check, to confirm compliance with program policies and procedures. The Compliance Specialist completes the compliance review checklist verifying that sufficient documentation has been provided to approve the case. Following completion of review, if the case is complete and ready to move forward, the Compliance Specialist enters the draw amount in the *Amount Approved*, changes the status of assigned applications to Compliance Review and documents any findings and recommendations in the audit log. If any issues are identified, the Compliance Specialist notes them in the audit log.

If additional information or follow-up is needed prior to the case being approved for payment, the Operations Manager will change the status to Returned for Review. The Project Manager or their designee is responsible for monitoring cases in the Returned for Review queue and following up to resolve.

If cases are complete and ready to move forward, the Operations Manager will batch approved draws and change the status to Payment Pending Audit.

2.2.4 Payment Recommendation Report

At the start of each business day, the Operations Manager will generate a report of all cases that are Payment Pending Audit with an accomplishment date of the prior day, validate that the total reflected in the report matches the application portal system, and save the report to a designated secure file location.

The payment recommendation report will include the following information:

- The total number of cases in each stage of the process.
- Total number of cases eligible for reimbursement.
- Total number of priority cases eligible for payment.
- Total number of priority group 2 cases eligible for payment.
- A payment recommendation based on the status of the applications, number of priority and priority 2 cases, and available funding to determine how many priority and priority 2 cases will be approved for funding.

The payment recommendation report will also include the batch file of cases with status Payment Pending Audit. The file will include the following for each case:

- Case number
- Verified size of household

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- Verified household income
- Level of income based on HUD AMI Percentages
- Whether the household has one or more members who is unemployed and has been unemployed for the prior 90 days
- Whether the household has an active eviction in court
- Financial hardship due, directly or indirectly, to the COVID-19 pandemic
- Financial hardship during the COVID-19 pandemic
- Risk of homeless or housing instability
- Amount of rental assistance
- Amount of utilities assistance
- Amount of other housing expenses
- Duplication of Benefits findings
- Combined number of months of assistance provided
- Accomplishment Date

## 2.2.5 Payment Approval Review

The Operations Manager or designee(s) will evaluate the payment recommendation report for trends, anomalies, and issues and identify any cases that need further review before funds are disbursed.

The Project Manager will address any cases that need further review. For cases that are approved, the Operations Manager will prepare and securely submit the recommendation of payment to Finance Accounts Payable for processing. The recommendation will include the Payment Recommendation Report and PDF cover sheet signed by the Operations Manager with case numbers, dollar amounts, approval statement.

## 2.3 Funds Disbursement

**Vendor Set-up for County:** At least weekly Finance Accounts Payable (County) will generate a report from the application software of landlord applications in Landlord Application Complete status to complete vendor set up in accounting system and update the Vendor ID in the application software.

On a daily basis, the Operations Manager will generate a Payment report from the application software with the data needed to disburse checks for cases that are Payment Pending Audit. The Project Coordinator will prepare a payment approval cover page for the Operations Manager's signature.

For County applications, the County Operations Manager will submit the signed cover page and Payment report to Finance Accounts Payable. Finance Accounts Payable will complete pre-audit, disburse the checks, and provide the Project Manager with the list of case files that were paid, and the amount disbursed. The Project Manager will mark these case files as disbursed and change the status of those case files to Paid. Once complete, the Project Coordinator will validate that all case files have been updated appropriately.

For City applications, the City Operations Manager will submit the signed cover page and Payment report to the Administrative Manager who will perform an additional audit check, after which the Accountant II will forward to Finance Accounts Payable. Finance Accounts Payable will complete pre-audit, disburse the checks, and provide the Accountant II with the list of case files that were paid and

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the amount disbursed. The Accountant II will change the status of those case files to paid. Once complete, the Administrative Manager will validate that all case files have been updated appropriately.

City applications funded by the County will be submitted separately to Finance Accounts Payable for tracking.

The following list provides definitions for each stage of the case file in the tenant application portal. Most statuses will also have a "PC" or "SP" designation indicating whether the case is a Pinellas County or City of St. Petersburg applicant, respectively.

- Application in Progress – The applicant is in the process of completing the application and has not submitted it yet.
- Application Submitted – The applicant has completed the application.
- Application Under Review – An Eligibility Specialist has started reviewing the application files for eligibility. The application will then undergo multiple checks for completeness. Applicants with incomplete information will receive a request to provide the missing information.
- Pending Applicant Information – The application has missing, illegible, or incorrect information. The applicant has been notified to provide the additional information but has not yet responded.
- Pending Landlord Information– The tenant application has been reviewed, and the reviewer is waiting for the landlord to submit information.
- Applicant Non-Responsive – The applicant has been contacted three times either by phone and/or email within 21 days and the applicant has not responded.
- Payment Pending Audit – The initial review, quality assurance/quality control review, and client review are complete, and the case is ready for final audit prior to payment.
- Paid – The case has been paid.
- Withdrawn – The application has been withdrawn by the applicant.
- Denials Under Review – Application recommended for denial pending review.
- Denied – The application has been denied by the review team. The applicant will receive an email with the reason(s) for denial.
- Void Duplicate Application – The application was duplicated, and the duplicate application has been voided.
- Recertification Submitted – The applicant has submitted a recertification for additional assistance after initial assistance has been received.
- PC/SP Recertification Submitted – The Eligibility Specialist has completed the initial review for the recertification case.
- Recertification Compliance – A Compliance Specialist is reviewing the recertification case for compliance with policies and procedures.

The following additional statuses are used to track applications under review within the Administrator portal in Neighborly:

- Budgeting – Eligibility Specialist calculates and completes the budget for the application.
- QA Review – The initial review of the application is complete, and the case is ready for quality assurance/quality control review.
- Under Review – An Eligibility Specialist has started reviewing the case files for eligibility.

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- Compliance Review – A Compliance Specialist is reviewing the case files for compliance with policies and procedures.
- Pending Compliance Review – The initial review and quality assurance/quality control review are complete, and the case is ready for compliance review.
- Priority 2 – The applicant (i) may be eligible but does not meet the Priority 1 requirements, (ii) has been provided a Certification of Eligibility obligating rental assistance on behalf of the household, or (iii) has extenuating or unusual circumstance that need to be researched and vetted prior to resolution.
- Returned for Review – The case has been returned for additional review. Something in the case file appears incorrect.

## 2.4 Recertifications

Recertification is a process that reactivates existing ERAP applications to allow for the payment of additional rent and utility assistance up to the 18-month maximum. ERAP applicants who previously received assistance through the COVID-19 Emergency Rental Assistance Program are eligible to recertify their eligibility so that they may receive additional assistance for rent arrears and up to an additional three months of future rent. The amount of ERAP assistance cannot exceed the eighteen-months of assistance. Rent in arrears receives first priority. Utilities will be paid under recertification. Applicants who have already received the full 18 months are not eligible for recertification.

### 2.4.1 Recertification Process

Pinellas County/City utilizes an online application portal for processing applications. Applicants are notified of their potential recertification eligibility 60 days from the date that their initial assistance was marked as Paid in the online portal. Each eligible applicant will receive an automated email at the 60-day mark that informs them of their potential eligibility and provides them with the opportunity to affirmatively respond that they would like to receive additional assistance.

When an applicant responds to the automated email requesting additional assistance, their case moves into the *Recertification Submitted* status. From that status, an Eligibility Specialist (ES) will promptly move the case into one of two subsequent statuses: *PC Recertification Submitted* or *SP Recertification Submitted*. For administrative efficiency, jurisdiction will be determined by the area that processed the original submission. Once the case undergoes ES and QA review and determined to be complete and eligible for additional assistance it is then moved into either *PC Recertification Compliance* or *SP Recertification Compliance*.

Once a case is approved for payment by Pinellas County/City, the case changes status to *PC Payment Pending Audit* or *SP Payment Pending Audit*, and then changes status again to *PC Paid* or *SP Paid*, depending on the funding jurisdiction.

For cases not approved for recertification the applicant is notified of their ineligibility based on program policies and procedures.

### 2.4.2 Order of Review

Recertifications are not prioritized over initial applicants. They are processed according to priority status as they are received.

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Recertifications are reactivations of existing cases. Although documentation of eligibility has already been provided in the case file for initial assistance, specific additional documentation is required for recertification.

- i. **Income:** Applicants who submitted income documentation by providing an IRS Form 1040, or categorical eligibility (benefit letter) are not required to provide additional documentation of income. Applicants qualified through other means, such as earnings statements, 1099-G or W-2 forms, or self-attestation alone must provide updated income information to recertify for additional months of assistance.
- ii. **Lease:** Applicants with an active lease that extends through the period for which assistance is requested are not required to provide additional lease documentation. If the lease expires prior to last month for which assistance is requested, a renewed lease or a month-to-month lease addendum must be provided.
- iii. **New Lease:** Applicants requesting recertification who have moved must provide documentation of the new lease. The new landlord will be invited to complete an application and provide necessary documentation. Original landlord will be disassociated from tenant application and new landlord will be associated. Changes in landlord associations will be documented in the audit log.
- iv. **Rent Ledger:** An updated rent ledger for all recertifications involving any request for arrears rental assistance.
- v. **Utilities:** If the applicant is seeking additional utility assistance, a current bill must be provided.
- vi. **Other Documentation:** If the household composition has remained the same (i.e. no members have joined or left the household) since the initial application, no further documentation besides the items listed in this policy is required for recertification.

**2.5 Appeals Procedure**

Pinellas County and the City of St. Petersburg will assign staff for the ERA Program to oversee the appeals process.

**2.5.1 Applicant Concerns, Requests, Suggestions, and Appeals Policy** During the activities of the ERA Program, many decisions will be made involving each application. These decisions will be made based on the County or City's interpretation of:

1. Applicable federal and state statutes,
2. The Code of Federal Regulations,
3. State and local codes and ordinances,
4. Local guidelines, and
5. The Pinellas County/City of St. Petersburg COVID-19 Emergency Rental Assistance Policies & Procedures Manual.

During these Program activities and decisions, it is possible that applicants may wish to present a concern, suggestion or request related to the Program and/or one or more of its decisions. In addition, once they receive a response to their issue, they may believe they have a legitimate reason to appeal that response. To allow for such circumstances, Pinellas County/City will allow applicants to submit their issues for consideration to the staff assigned to the appeal. The aim of Pinellas County/City will be to always attempt to resolve such issues in a manner that is both sensitive to the applicant's needs

and achieves a result fully compatible with all applicable laws, regulations, and local codes and ordinances. The goal of Pinellas County and the City of St. Petersburg is to provide:

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1. An opportunity for applicants to receive a response to and/or resolve their issues in a timely manner, within fifteen (15) business days, if feasible, and
2. The ability for applicants who participate in this process to appeal adverse program decisions, which involve an eligibility and/or priority determination.
3. The assigned staff and/or designee will maintain case files on all applicant concerns, suggestions, and requests to include the date input was received/case opened, applicant name, input summary, follow up activities, a reference to the Decision Memorandum for the case and the date the case was closed.

Applicants may submit a written concern, suggestion, or request by email within Appeal requests can be submitted within thirty (30) calendar days of when applicant is notified of their denial. Appeals for applicants residing outside of the City of St. Petersburg may be emailed to [ERAPappeals@pinellascounty.org](mailto:ERAPappeals@pinellascounty.org). Appeals for applicants residing within the City of St. Petersburg may e-mailed to [ERAPappeals@stpete.org](mailto:ERAPappeals@stpete.org). The process for appealing a response will be provided in a written response to each applicant who submits a concern, suggestion, or request.

### 2.5.2 Policy Scope

This policy is applicable to all ongoing activities of Pinellas County/City of St. Petersburg ERA Program as detailed in this Policy and Procedure Manual.

### 2.5.3 Appeals Procedures

The procedures for this policy are as follows:

1. Notice of the process to convey a concern, suggestion, or request; the ability to appeal a decision response will be made available to all applicants of the ERA Program and posted on the website.
2. The staff assigned to appeals will consist of the following:
  - a. Pinellas County Appeals:
    - a. Housing and Community Development Director
    - b. ERA Project Coordinator
  - b. City of St. Petersburg Appeals:
    - a. Housing and Community Development Director
    - b. Housing Finance Coordinator
3. Applicants shall convey their concerns, suggestions, and requests using a written or electronic document, which is emailed or postal mailed to the ERA Program.
4. Complaints/Concerns/Suggestions/Requests may be submitted to:
  - a. [ERAPappeals@pinellascounty.org](mailto:ERAPappeals@pinellascounty.org) -- for applicants residing outside of the City of St. Petersburg, or
  - b. [ERAPappeals@stpete.org](mailto:ERAPappeals@stpete.org) -- for applicants residing within the City of St. Petersburg. The assigned staff will review all concerns, suggestions, requests, and appeals and will attempt to resolve each applicant's issue and/or provide them with a decision response in a timely manner, within fifteen (15) business days, if feasible;
5. When considering applicant's concerns, suggestions and requests, assigned staff will utilize the following process:
  - a. Review information provided by each applicant so that they fully understand all aspects of the applicant's issue and viewpoints;
  - b. Review all policies, if any, relevant to the applicant's issue and viewpoints
  - c. Weigh each applicant's issue, viewpoints, policy implications, and Legal Counsel's analysis, if any, and make a recommended decision;

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6. Document each recommended decision and rationale in a Decision Memorandum. Once the recommended decision has been approved, the assigned staff person or designee will communicate via mail or e-mail the decision in a response to each applicant, and fully explain the appeal process.

The appeal decision as outlined in the Decision Memorandum will be considered final