

HUMAN SERVICES FUNDING AGREEMENT

THIS AGREEMENT (Agreement), effective upon the date executed below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**COUNTY**," and **PINELLAS COUNTY HOMELESS LEADERSHIP BOARD, INC.**, a non-profit Florida corporation, whose address is 647 1st Ave. N, St. Petersburg, FL 33701, hereinafter called the "**AGENCY**."

WITNESSETH:

WHEREAS, the **COUNTY** has determined that **AGENCY** provides a critical service for the citizens of Pinellas County through its coordination and leadership of homeless services, shelter, and housing; and

WHEREAS, the **COUNTY** has determined that **AGENCY** has proven its dedication and efficiency in coordinating programs that benefit the homeless; and

WHEREAS, the **AGENCY** has represented that it is able and willing to provide the services described herein; and

WHEREAS, the **AGENCY** has demonstrated a financial need;

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

1. Scope of Services.

The **AGENCY** shall utilize **COUNTY** funds for administrative costs related to personnel and operating expenses of the **AGENCY**, as well as direct services associated with serving as the Continuum of Care (CoC) Lead Agency and the Homeless Management Information System (HMIS) Lead Agency. In serving as the designated CoC and HMIS lead, **AGENCY's** responsibilities include, but are not limited to, the following:

a. The **AGENCY** will provide leadership in the governance, development and management of the homeless CoC and the HMIS system in Pinellas County, to include the

development of best practices and recommendations for utilization of homeless street outreach, emergency shelters, permanent supportive housing, rapid rehousing funding, and other related shelter, housing, or services.

b. The CEO shall serve as the official spokesperson and represent the Pinellas County Homeless Leadership Board in the Community. Additionally, the CEO will oversee day-to-day operations, fiscal management, program development, and fundraising.

c. The **AGENCY** will work with its Board of Directors and membership to further develop the capacity and strengthen its role as the local lead agency for funding from the federal and state government.

d. The **AGENCY** shall convene and coordinate Funders' Council, Providers' Council, Executive Team, and various other committees and task forces to ensure the development and submission of Continuum of Care funding applications and reports and to ensure these plans meet the present and future needs of the **COUNTY**'s homeless population.

e. **AGENCY** shall develop and/or maintain a strategic plan, long-term resource allocation plan, and budget worksheet annually, at a minimum.

f. The CEO and staff shall plan agendas, maintain meeting minutes, follow up on meeting assignments, and staff committees for the **AGENCY** to assist in implementation the strategic plan in Pinellas County.

g. The **AGENCY** shall coordinate the annual Point-in-Time Count and survey of homeless persons in Pinellas County.

h. The **AGENCY** shall administer and oversee a collaborative HMIS system to meet the needs of providers, funders, and stakeholders in the CoC. In doing so, **AGENCY** shall:

i. Provide data analysis of specific system-wide performance measures

- ii. Provide data analysis and regular monitoring of data quality
 - iii. Provide data analysis on program and client-level data as necessary for reports
 - iv. Compile additional system-wide statistical and ad-hoc reports
 - v. Implement and oversee the HMIS Work Plan
 - vi. Assist in membership outreach and relationship building with agencies, businesses, and individuals. as appropriate, to expand the use and effectiveness of HMIS
- i. The **AGENCY** shall work directly with youth and youth-providers to develop, implement, and maintain a coordinated entry process for unaccompanied youth through a dedicated Youth Advocate/Housing Specialist position.

2. Term of Agreement.

The services of the **AGENCY** shall commence on October 1, 2017, and the agreement shall expire on September 30, 2020. Parties reserve the right to renew this agreement for up to two (2) additional one-year terms.

3. Compensation.

a. The **COUNTY** agrees to pay the **AGENCY** an amount not to exceed TWO HUNDRED THIRTY EIGHT THOUSAND, THREE HUNDRED THIRTY DOLLARS and NO/100 (\$238,330.00) per fiscal year for the services described in Section 1 of this Agreement as follows:

- i. An amount not to exceed \$100,000.00 for AGENCY staff, operations, and direct services.
- ii. An amount not to exceed \$80,000.00 for dedicated HMIS staff and related

operational and administrative costs.

iii. An amount not to exceed \$58,330.00 for one youth advocate/housing specialist position and related operational and administrative costs.

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

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

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

4. Performance Measures.

The AGENCY agrees to submit a quarterly Scorecard to the COUNTY no later than thirty (30) days following the end of the quarter. In addition, the AGENCY agrees to submit annual reports, strategic plans, resource allocation plans, and continuum policies, procedures, and

program information, as requested by the **COUNTY**. The **COUNTY** reserves the right to amend data elements, performance measures, or reports as necessary to ensure that the overall programmatic purpose is demonstrated, quantified, and achieved. Where no activity has occurred within the preceding period, the **AGENCY** shall provide a written explanation for non-activity during the quarter. The report formats shall be prescribed and provided by the **COUNTY**.

5. Housing First and Coordinated Entry

As a condition of receipt of a funding award from Pinellas County, the **AGENCY** agrees to support the Housing First philosophy or other best practices as adopted within the community.

6. Data Sharing.

The **AGENCY** agrees to share data including as outlined in the Data Sharing Agreement (Attachment 1), and provide program and other information in an electronic format to the **COUNTY** for the sole purpose of data collection, research and policy development.

7. Monitoring.

- a. **AGENCY** will comply with **COUNTY** and departmental policies and procedures.
- b. **AGENCY** will cooperate in monitoring site visits including, but not limited to, review of staff, fiscal and client records and provision of related information at any reasonable time.
- c. **AGENCY** will submit other reports and information in such formats and at such times as may be prescribed by the **COUNTY**.
- d. **AGENCY** will submit reports on any monitoring of the program funded in whole or in part by the **COUNTY** that are conducted by federal, state or local governmental agencies or other funders.
- e. If the **AGENCY** receives accreditation reviews, each accreditation review will be

submitted to the **COUNTY** after receipt by **AGENCY**.

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

8. Documentation.

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

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

9. Disaster Response

- a. **AGENCY** will provide the **COUNTY** with a current copy of their Continuity of

Operations Plan, Emergency Evacuation Plan, or other Emergency Response documentation as requested by the **COUNTY**.

b. **AGENCY** will participate in community disaster response operations as requested by the **COUNTY**.

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

10. Special Situations.

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

11. Amendment/Modification.

In addition to applicable federal, state and local statutes and regulations, this Agreement expresses the entire understanding of the parties concerning all matters covered herein. No

addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved by the parties. Budget modifications that do not result in an increase of funding, change the purpose of this Agreement or otherwise amend the terms of this Agreement shall be submitted in the format prescribed and provided by the **COUNTY**.

12. Cancellation.

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

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

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

13. Assignment/Subcontracting.

a. This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred

or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

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

14. Indemnification.

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

15. HIPAA

a. The **AGENCY** agrees to execute a HIPAA Business Associate Agreement upon execution of this Agreement.

b. The **AGENCY** is a covered entity and **AGENCY** agrees to use and disclose Protected Health Information in compliance with the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164) under

the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and shall disclose any policies, rules or regulations enforcing these provisions upon request.

16. Insurance.

The **AGENCY** shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment 2, and provide a Certificate of Insurance to the **COUNTY**. The insurance requirements shall remain in effect throughout the term of this Agreement.

17. Public Entities Crimes.

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

18. Business Practices.

a. The **AGENCY** shall utilize financial procedures in accordance with generally accepted accounting procedures and Florida Statutes, including adequate supporting documents, to account for the use of funds provided by the **COUNTY**.

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

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

19. Nondiscrimination.

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

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

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

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

20. Interest of Members of County and Others.

No officer, member, or employee of the **COUNTY**, and no member of its governing body, and no other public official of the governing body of any locality in which the program is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of this program, shall participate in any decisions relating to this Agreement which affect his/her personal interest or the interest of any corporation, partnership, or

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

21. Conflict of Interest.

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

22. Independent Contractor.

It is expressly understood and agreed by the parties that **AGENCY** is at all times hereunder acting and performing as an independent contractor and not as an agent, servant, or employee of the **COUNTY**. No agent, employee, or servant of the **AGENCY** shall be, or shall be deemed to be, the agent or servant of the **COUNTY**. None of the benefits provided by the **COUNTY** to their employees including, but not limited to, Worker's Compensation Insurance and Unemployment Insurance are available from **COUNTY** to the employees, agents, or servants of the **AGENCY**.

23. Non-Expendable Property.

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

- a. The **AGENCY** shall list any non-expendable property purchased by these funds according to description, model, serial number, date of acquisition, and cost.
- b. The **COUNTY** reserves the right to have its agent personally inspect said property.
- c. The **AGENCY** shall own any non-expendable property purchased by funds from this grant subject to the following conditions:
 - i. The **AGENCY** shall not sell said property within one year of purchase unless express permission is obtained from the **COUNTY** in writing;
 - ii. The **AGENCY** shall use said property for the purposes of the program herein, or for similar purposes;
 - iii. The **COUNTY** shall have the right to take exclusive possession, control, and all other ownership rights of said property whose value exceeds \$5,000.00 at any time prior to September 30, 2020, if the **AGENCY** violates any provision of this Agreement, or if the **AGENCY** fails to use the property for the purposes of the project herein, or if the **AGENCY** ceases to exist for the purposes of this Agreement; and
 - iv. The **AGENCY** shall reimburse funds to the **COUNTY** totaling a proportional share of the fair value of any non-expendable property purchased by the **AGENCY** with funding obtained through this Agreement: i. which is sold, ii. or if the **AGENCY** fails to use the

property for the purposes of the project herein, iii. or if the **AGENCY** ceases to exist for the purposes of this Agreement. The share due the **COUNTY** shall be determined by the proportion of **COUNTY** funding used to purchase non-expendable property. The **COUNTY** at its option may waive this requirement and allow the **AGENCY** to retain any funds received from such sale.

24. Additional Funding.

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

25. Governing Law.

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

26. Public Records.

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

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

27. Conformity to the Law.

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

28. Prior Agreement, Waiver, and Severability.

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

29. Agreement Management.

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

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

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

Susan Myers, CEO
Pinellas County Homeless Leadership Board
647 1st Street North
St. Petersburg, FL 33701

SIGNATURE PAGE FOLLOWS

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

PINELLAS COUNTY, FLORIDA, by and through its County Administrator

By: 

Mark Woodard

Date: September 26, 2017

PINELLAS COUNTY HOMELESS LEADERSHIP BOARD, INC., a non-profit Florida Corporation

By: 

Susan Myers, CEO

Date: September 18, 2017

APPROVED AS TO FORM

By: 
Office of the County Attorney