

HUMAN SERVICES FUNDING AGREEMENT

211 Tampa Bay Cares- Call Center

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 **211 TAMPA BAY CARES, INC.** a non-profit Florida corporation, whose address is 5500 Rio Vista Drive, Suite 5500, Clearwater, FL 33760, hereinafter called the "**AGENCY**."

WITNESSETH:

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

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

WHEREAS, the **COUNTY** is committed to both enhancing the delivery of human services and increasing citizen access to those services; and

WHEREAS, the **AGENCY** currently maintains a free, confidential, multi-lingual, 24-hour dialing code 2-1-1 for access to community information, services and resources; and

WHEREAS, the Board of County Commissioners is committed to promoting efforts directed towards improving the coordination of the **COUNTY**'s funding and service delivery system; and

WHEREAS, the **AGENCY** has the unique ability to utilize its information system and resource data base to assist in monitoring changing community need and support the work of the **COUNTY** to enhance the effectiveness of community services.

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

1. Scope of Services.

The AGENCY, through its 2-1-1 program, shall be responsible for providing twenty-four (24) hour telephonic information and referrals for community services, human services, mental health and substance abuse treatment programs, financial assistance programs, and other community assistance programs, as well as twenty-four (24) hour crisis intervention counseling, information and referrals and additional late night coverage.

2. Term of Agreement.

The services of the AGENCY shall commence on October 1, 2019 and the agreement shall expire on September 30, 2022. Parties reserve the right to renew this agreement for up to one additional two-year term.

3. Compensation.

a) The COUNTY agrees to pay the AGENCY an amount not to exceed **FIVE HUNDRED THIRTY SIX THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS** (\$536,250.00) per fiscal year for the services described in Section 1 of this Agreement, distributed as follows:

\$416,250.00 – Personnel and operational expenses for the call center

\$120,000.00- Additional late night call staff and increased salary support for 2-1-1- crisis staff

b) All requests for reimbursement payments must be submitted on a monthly basis and shall consist of an invoice for the monthly amount, signed by an authorized AGENCY representative, and include all documentation such as the cost of services provided, invoices, receipts, or copies of time slips or pay stubs which verify the services for which reimbursement is

sought. Invoices shall be sent electronically to the Contract Manager on a monthly basis within thirty (30) days of the end of the month. The COUNTY shall not reimburse the AGENCY for any expenditures in excess of the amount budgeted without prior approval or notification. Invoicing due dates may be shortened as necessary to meet fiscal year deadlines or grant requirements. 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 used in conjunction with travel must be made in accordance with Florida Statute 112.061 or other policies as may be approved by Pinellas County Human Services in advance of travel.

e) 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 may be withheld by the COUNTY.

4. Performance Measures.

The AGENCY agrees to submit a monthly Program Outcomes Report to the COUNTY. The COUNTY reserves the right to amend these data elements, performance measures, or reports as necessary to ensure that the overall programmatic purpose is demonstrated, quantified, and achieved. This report shall be submitted to the COUNTY no later than thirty (30) days following the end of the month. Where no activity has occurred within the preceding period, the AGENCY

shall provide a written explanation for non-activity during the month. The report formats shall be prescribed and provided by the COUNTY.

5. **Pinellas Homeless Management Information System (PHMIS).**

AGENCY agrees to participate in and enter information into the Pinellas Homeless Management Information System (PHMIS) administered by the Pinellas Homeless Leadership Board (HLB), or similar system as required by the Pinellas County Homeless Continuum of Care, as appropriate.

6. **211 Tampa Bay Cares Database.**

As a condition of receipt of a funding award from Pinellas County, the AGENCY agrees to list new or updated program data in the 211 Tampa Bay Cares, Inc. online database.

7. **Multiparty Release of Information Form.**

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

8. **Data Sharing.**

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

9. **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, programmatic documents, and will provide 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**.

10. Documentation.

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

- 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

11. Emergency, Disaster, or Critical Event Response.

a) AGENCY will work with the COUNTY to prepare and respond in the event of an emergency, disaster, or critical event response.

b) AGENCY will work on its Continuity of Operations Plan and Disaster Response Plan in coordination with the COUNTY, including staffing plans where necessary and appropriate.

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 such as state or federal government or licensing body. This period may be extended within the current contract period at the discretion of the Human Services Director.

d) The COUNTY will seek to leverage the contracted skills and services of the AGENCY, as appropriate or applicable; however, other duties may be assigned as required by the COUNTY for response.

e) Cooperative arrangements for planning, exchange of information and continuing

coordination regarding preparedness and Emergency Event operations will be developed and maintained by the County and the 211 Tampa Bay Cares. This agreement will be implemented using the County's established activation process for events. For man-made or sudden onset events the County and 211 Tampa Bay Cares Liaisons will discuss community impacts and decide how best to meet the County's response requirements using 211 Tampa Bay Cares resources.

f) If agency is unwilling to perform per sections 11(a-e), payments may be withheld at the direction of the Director of Human Services until operations continue.

g) 211 Tampa Bay Cares will track and maintain detailed operational records when activated.

12. 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.

13. 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. (See Attachment 2.)

14. Cancellation.

a) If the AGENCY fails to fulfill or abide by any of the provisions of this Agreement, AGENCY shall be considered in material breach of the Agreement. Where a material breach can be corrected, AGENCY shall be given thirty (30) days to cure said breach. If AGENCY fails to cure, or if the breach is of the nature that the harm caused cannot be undone, COUNTY may immediately terminate this Agreement, with cause, upon notice in writing to the AGENCY.

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.

15. Assignment/Subcontracting.

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

b) The AGENCY is fully responsible for completion of the Services required by this

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

16. 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.

17. 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**.

18. HIPAA.

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

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

19. Insurance.

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

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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**.

26. Non-Expendable Property.

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

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

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

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

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

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

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

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

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

27. 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**.

28. Governing Law.

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

29. 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.

30. Conformity to the Law.

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

31. 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.

32. Agreement Management.

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

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

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

Micki Thompson, Executive Director
2-1-1 Tampa Bay Cares, Inc.
5500 Rio Vista Drive, Suite 5500, Clearwater, FL 33760

SIGNATURE PAGE FOLLOWS

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

ATTEST:
KEN BURKE
Clerk of Circuit Court

PINELLAS COUNTY, FLORIDA, acting by and through its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Karen Williams Seel , Chairman

Dated: _____, 2019

ATTEST:

2-1-1 TAMPA BAY CARES, INC.

By: *J. L. Chance*
Witness

By: *M. Thompson*

Dated: *Aug. 21st*, 2019

APPROVED AS TO FORM

By: *[Signature]*
Office of the County Attorney
Assistant County Attorney

