

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 BOLEY CENTERS INC., a non-profit Florida corporation, whose address is 445 31st Street North, St. Petersburg, FL 33713, hereinafter called the "AGENCY."

WITNESSETH:

WHEREAS, the AGENCY provides assistance to the mentally impaired and chronically homeless population by providing them with housing and access to support services such as medical care, substance abuse treatment services, vocational training and job placement as well as linkage to other community services; and

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 local Continuum of Care, the Homeless Leadership Board (HLB), passed a resolution requiring permanent housing projects to operate under a Housing First philosophy; and

WHEREAS, the HLB encourages and supports all programs that serve homeless individuals and families to operate from a Housing First model; and

WHEREAS, the COUNTY supports the HLB and its Housing First philosophy; and

WHEREAS, the COUNTY is committed to working closely with the AGENCY to support continued incorporation of Housing First best practices and recognizes not all funded programs may currently be Housing First.

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

1. Scope of Services.

The AGENCY shall provide staffing support to deliver services in permanent supportive housing units.

The AGENCY shall provide housing, onsite supportive services, and case management for eligible residents. Case managers will work to help residents access medical care, substance abuse treatment, vocational training, job placement, linkage to other community supports such as bus passes and mainstream benefits.

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 (1) additional two-year term.

3. Compensation.

a) The COUNTY agrees to pay the AGENCY an amount not to exceed SIX HUNDRED THREE THOUSAND TWO HUNDRED TWO DOLLARS and NO/100 (\$603,202.00) in the fiscal year dated October 1, 2019 through September 30, 2020 for the services described in Section 1 of this Agreement.

b) The COUNTY agrees to pay the AGENCY an amount not to exceed SIX HUNDRED SIXTY NINE THOUSAND EIGHT HUNDRED SIXTY NINE DOLLARS and NO/100 (\$669,869.00) in the fiscal year dated October 1, 2020 through September 30, 2021 for the services described in Section 1 of this Agreement.

c) The COUNTY agrees to pay the AGENCY an amount not to exceed SIX HUNDRED SIXTY NINE THOUSAND EIGHT HUNDRED SIXTY NINE DOLLARS and NO/100 (\$669,869.00) in the fiscal year dated October 1, 2021 through September 30, 2022 for

the services described in Section 1 of this Agreement.

d) Distribution of the annual not to exceed amount is outlined in Attachment 1 and may be adjusted by mutual written agreement of the parties without the need to further amend this agreement.

e) 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 accompanied by receipts, timecards or other documentation of expenditures, as determined necessary by the COUNTY Contract Manager. 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.

f) 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.

g) 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.

h) 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 quarterly 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 quarter. 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.

a) AGENCY agrees to support the Housing First philosophy and participate in coordinated entry as established and implemented by the local Continuum of Care.

b) AGENCY agrees to operate from a low-barrier model, defined as homeless assistance that prioritizes rapid placement and stabilization in permanent housing and does not have preconditions and barriers to entry such as sobriety, treatment and service participation requirements, or minimum income threshold.

c) AGENCY agrees to provide COUNTY with an annual Housing First/Low Barrier Questionnaire as adopted by the HLB at the start of each contract period.

d) AGENCY agrees to demonstrate status and efforts of the Housing First model.

6. 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.

7. 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.

8. 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.

9. 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 2)

10. 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.

11. 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

1. Match documentation

12. Disaster Response.

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

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 disaster duties may be assigned.

13. 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.

14. 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 3)

15. 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.

16. 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.

17. 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

18. 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.

19. 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.

20. Insurance.

The AGENCY shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment 4, and provide a Certificate of Insurance to the COUNTY. The insurance requirements shall remain in effect throughout the term of this Agreement.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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

26. 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.

27. 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.

28. 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.

29. Governing Law.

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

30. 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.

31. Conformity to the Law.

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

32. 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.

33. 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:

Gary MacMath, President/CEO
Boley Centers, Inc.
445 31st Street North, St Petersburg, FL 33713

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: *Norman D. Lopez*
8-20-2019

By: *Karen Seel*
Chairman 8-20-2019

ATTEST

BOLEY CENTERS, INC., a non-profit
Florida Corporation

By: *J.F. Lopez*

By: *Gary MacMath*
Gary MacMath, President/CEO

Date: 7/25/2019, 2019

APPROVED AS TO FORM

By: *[Signature]*

Office of the County Attorney
Assistant County Attorney