

HUMAN SERVICES FUNDING AGREEMENT  
CATHOLIC CHARITIES DIOCESE OF ST. PETERSBURG, INC.

THIS AGREEMENT (Agreement), effective January 1, 2017, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter called the "COUNTY," and CATHOLIC CHARITIES DIOCESE OF ST. PETERSBURG, INC., a non-profit Florida corporation, whose address is 1213 16<sup>th</sup> Street North, Saint Petersburg, FL 33705, hereinafter called the "AGENCY."

WITNESSETH:

WHEREAS, the AGENCY continues to provide housing opportunities for homeless and disabled populations within Pinellas County, serving approximately 1,600 individuals each year; and,

WHEREAS, the AGENCY has seventy-six (76) new individual housing units coming available for supportive housing; and,

WHEREAS, the COUNTY is interested in furthering access to supportive housing within the community; and,

WHEREAS, the COUNTY, through its Board of County Commissioners, has appropriated funding in support of AGENCY'S supportive housing program;

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

**1. Scope of Services.**

AGENCY shall provide two (2) full time supportive housing specialists to deliver case management services for Supportive Housing clients with disabilities in AGENCY'S housing units. These units include AGENCY'S seventy-six (76) new homeless individual units, and other AGENCY housing units as authorized.

**AGENCY** will work with homeless families and chronically homeless individuals affected by mental health and co-occurring substance abuse issues by providing support, treatment, and services for clients to exit homelessness and begin recovery. Residents will receive Supportive Housing services using the Substance Abuse and Mental Health Services Administration's (SAMHSA) Best Practice model. Each resident will work with the Supportive Housing staff to identify their goals, identify barriers to reaching goals, and obtain the supports, services and treatment needed to maintain stability.

**AGENCY'S Supportive Housing staff will**

- a. Develop a treatment plan for residents served within the scope of this agreement.
- b. Use Motivational Interviewing (MI) to increase housing stability, build motivation, and strengthen commitment among the residents.
- c. Employ Seeking Safety, an evidenced-based best practice, to help increase awareness of each individual's response to trauma and create a focus on safety and community.
- d. Provide opportunities for residents to access needed treatment services and medical and dental services.
- e. Assist residents using SAMHSA's SSI/SSDI Outreach, Access and Recovery (SOAR) model to apply for Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI) benefits.
- f. Educate residents on life skills development such as budgeting, household management, and other skills as identified.
- g. Serve individualized needs of residents to help stabilize them in housing and provide treatment and support for disabilities.

**2. Term of Agreement.**

The services of the AGENCY shall commence retroactive to January 1, 2017, and shall expire on September 30, 2019. 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 \$107,327.00 per full fiscal year for the services described in Section 1 of this Agreement.

b) Payments shall be made on a quarterly basis in four equal payments not to exceed \$26,831.75. The first Fiscal Year, January 1, 2017, through September 30, 2017, shall be prorated to three equal payments of \$26,831.75. All requests for payments shall consist of an invoice for the quarterly amount, signed by an authorized AGENCY representative. Invoices shall be sent to the Contract Manager on a quarterly basis within forty five (45) days of the end of the quarter. Invoicing due dates may be shortened as necessary to meet fiscal year deadlines or grant requirements. The COUNTY shall not reimburse the AGENCY for any expenditures in excess of the amount budgeted without prior approval or notification.

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

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

**4. Performance Measures.**

- a. **AGENCY** agrees to submit a quarterly Program Outcomes Report (See Attachment 1) to **COUNTY**, which will include measureable objectives such as:
  - i. 80% of residents will maintain permanent housing or move to an equally independent/stable housing environment.
  - ii. 60% of residents will maintain or increase their income.
  - iii. 80% of residents will be involved in meaningful daily activity such as treatment, employment, volunteerism or school.
  - iv. 100% of residents will work with a supportive housing specialist to develop a treatment plan within two weeks of entry into the program.
  
- b. **AGENCY** agrees to submit a quarterly Narrative Report to **COUNTY**, which will include program descriptions, deliverables and reports such as:
  - i. Provide the work schedule for two (2) full time supportive housing specialists, including any adaptations or variations made to address client needs.
  - ii. Describe how Motivational Interviewing (MI) has been used to increase housing stability, build motivation, and strengthen commitment among the residents.
  - iii. Provide a local success story demonstrating how Seeking Safety has increased awareness of each individual's response to trauma and created a focus on safety and community.
  - iv. Describe how **AGENCY** has increased patient access to needed treatment services and medical and dental services.
  - v. Describe any use of SAMHSA's SOAR model to obtain SSI/SSDI benefits for **COUNTY** clients.

vi. Describe any educational efforts or classes held to improve life skills development such as budgeting, household management, and other skills as identified.

- c. **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 **COUNTY** no later than forty five (45) days following the end of the quarter. Where no activity has occurred within the preceding period, **AGENCY** shall provide a written explanation for non-activity during the quarter. The report formats shall be prescribed and provided by **COUNTY**.

5. **2-1-1 Database / Tampa Bay Information Network (TBIN).**

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 online database. **AGENCY** agrees to participate in the Tampa Bay Information Network (TBIN) administered by 211 Tampa Bay Cares, Inc. (211) unless **COUNTY** agrees in writing that the **AGENCY** is exempt. The terms and conditions of being an active TBIN participant are incorporated into this Agreement for reference (See Attachment 2).

6. **Data Sharing.**

Upon request the **AGENCY** agrees to execute a Data Sharing Agreement (See Attachment 3) 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.
- b. AGENCY will participate in community disaster response operations when requested by the COUNTY.

**10. Payments During Disaster Recovery**

The COUNTY agrees to support previously approved funded programs unable to provide normal services for a period of at least sixty (60) days after a disaster has been declared, provided the program agrees to address needs for like services within the community at the request of the COUNTY. This period may be extended within the current contract period at the discretion of the Human Services Director.

**11. 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.

**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 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.

**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 4.) Budget modifications involving movement of less than ten percent (10%) of the total annual budget between line items which do not result in an increase of funding may be authorized by the Director of Human Services for the **COUNTY**.

**15. 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.

**16. HIPAA**

a) The AGENCY agrees to execute a HIPAA Business Associate Agreement upon execution of this Agreement. (See Attachment 5.)

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.

**17. Insurance.**

The AGENCY shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment 6, and provide a Certificate of Insurance to the COUNTY. The insurance requirements shall remain in effect throughout the term of this Agreement.

**18. 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.

**19. 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.

**20. 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, family 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 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.

**21. 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.

**22. 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.

**23. 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.

**24. Non-Expendable Property.**

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

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

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

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

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

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

for similar purposes;

3. The COUNTY shall have the right to take exclusive possession, control, and all other ownership rights of said property whose value exceeds \$5,000.00 at any time prior to September 30, 2017, 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.

**25. 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.

**26. Governing Law.**

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

**27. 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.

**28. Conformity to the Law.**

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

**29. 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.

**30. 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, 2<sup>nd</sup> Floor  
Clearwater, Florida 33756

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

Rhonda Abbott, Director of Homeless and Veterans Services  
Catholic Charities  
1213 16<sup>th</sup> Street North  
St. Petersburg, FL 33705

**SIGNATURE PAGE FOLLOWS**



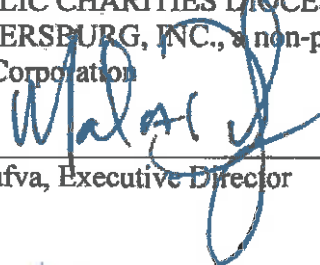
**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed on the day and year written below.

**PINELLAS COUNTY, FLORIDA, by and through its County Administrator**

By:   
Mark S. Woodard


Date: February 2, 2017

**CATHOLIC CHARITIES DIOCESE OF ST. PETERSBURG, INC., a non-profit Florida Corporation**

By:   
Mark Dufva, Executive Director

Date: 11/13, 2017

**APPROVED AS TO FORM**

By:   
Office of the County Attorney