

SERVICE FUNDING AGREEMENT
First Option of Renewal and Amendment 3

THIS AGREEMENT (Agreement), entered into this ____ day of _____, 2018, 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 16th Street North, St. Petersburg, Florida 33705, hereinafter called the "**AGENCY**."

WITNESSETH:

WHEREAS, the **COUNTY**'s support of the Pinellas Hope Project began in 2007 as a pilot project to address the problem of a significantly increasing homeless population living within Pinellas County during the winter months of the year; and

WHEREAS, the Pinellas Hope Project successfully provides temporary housing, employment opportunities, access to health care and various other homeless services in a manner that is beneficial to both the **COUNTY** and to the homeless population living within Pinellas County; and

WHEREAS, the **COUNTY** desires to utilize a portion of its available funds to assist organizations that provide these sorts of beneficial community services within Pinellas County; and

WHEREAS, the **COUNTY** believes that continued funding of this program will allow for a more robust and far reaching level of assistance to the growing homeless population in Pinellas County; and

WHEREAS, providing an adequate shelter location for the homeless in Pinellas County serves the public interest by augmenting the safety, health, and general welfare of the citizens of

Pinellas County; and

WHEREAS, the **AGENCY** is a licensed and bona fide non-profit corporation open to the public and dedicated to a worthy public purpose and is providing an essential service within the community and has demonstrated the need for financial assistance.

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

1. This Agreement is hereby renewed pursuant to Section 2 thereof, effective October 1, 2018, and continuing for a period of twelve months from that date unless terminated or cancelled as provided therein.
2. Section 5 of the aforesaid Agreement is hereby amended to read as follows:

Section 5a. Pinellas Homeless Management Information System (PHMIS).

The **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.

Section 5b. 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.

3. The Agreement is hereby amended to include Section 30:

Section 30. 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 and participate in coordinated entry as established and implemented by the local Continuum of Care.

4. The Agreement is hereby amended to include Section 31:

Section 31. Universal Release of Information Form.

As a condition of receipt of a funding award from Pinellas County, the **AGENCY** agrees to use a standard, community-wide Patient Authorization for Disclosure of Health Information - Universal 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.

5. Except as herein provided, all other terms and conditions of the Agreement remain in full force and effect.

[Signature Page Follows]

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

ATTEST:
KEN BURKE
Clerk of Circuit Court

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

By: _____
Deputy Clerk

By: _____
Kenneth T. Welch, Chairman

Dated: _____, 2018

CATHOLIC CHARITIES DIOCESE OF ST. PETERSBURG, INC.

By: James J. Wayne
Witness

By: Mark Dufva
Mark Dufva
Executive Director

Dated: June 14, 2018

APPROVED AS TO FORM

By: [Signature]
Office of the County Attorney