

HUMAN SERVICES FUNDING AGREEMENT
BOLEY CENTERS, INC.

THIS AGREEMENT (Agreement), effective retroactive to October 1, 2016, 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, Saint Petersburg, FL 33713, hereinafter called "**AGENCY**."

WITNESSETH

WHEREAS, AGENCY continues to provide housing opportunities for homeless and disabled populations within Pinellas County, and,

WHEREAS, AGENCY has fifteen (15) new veteran family housing units and approximately fifty (50) new individual housing units coming available for supportive housing; and,

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

WHEREAS, 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 the fifteen (15) new veteran family units, the fifty (50) 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, pinpoint barriers to reaching goals, and obtain the supports, services and treatment necessary to achieve 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 Agreement shall commence retroactive to October 1, 2016, 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 **AGENCY** an amount not to exceed \$119,685.00 per 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 \$29,921.25. The first quarter of the first fiscal year, October 1, 2016, through December 31, 2016, shall be prorated to \$14,960.63 due to reduced service levels. All requests for payments shall consist of an invoice for the quarterly amount, signed by an authorized **AGENCY** representative. Invoices shall be sent electronically 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. **COUNTY** shall not reimburse **AGENCY** for any expenditures in excess of the amount budgeted without prior approval or notification.

c) **COUNTY** shall reimburse to **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, **COUNTY** may withhold payment until such time as **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 **COUNTY**. If this Agreement is still in force, future payments shall be withheld by **COUNTY**

4. **Performance Measures and Deliverables.**

- 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:
- 1. 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, **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 **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 **AGENCY** agrees to execute a Data Sharing Agreement (See Attachment 3) and provide program and other information in an electronic format to **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 **COUNTY**.
- d) **AGENCY** will submit reports on any monitoring of the program funded in whole or in part by **COUNTY** that are conducted by federal, state or local governmental agencies or other funders.
- e) If **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 **COUNTY** as determined in its sole reasonable discretion. Reports will contain the information or be in the format as may be requested by **COUNTY**. If approved by **COUNTY**, **COUNTY** will accept a report from another monitoring agency in lieu of reports customarily required by **COUNTY**.

8. **Documentation.**

AGENCY shall maintain and provide the following documents upon request by **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 COUNTY with a current copy of their Continuity of Operations Plan.
- b) AGENCY will participate in community disaster response operations when requested by COUNTY.

10. Payments During Disaster Recovery

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 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) **COUNTY** reserves the right to cancel this Agreement without cause by giving thirty (30) days prior notice to **AGENCY** in writing of the intention to cancel, or with cause if at any time **AGENCY** fails to fulfill or abide by any of the terms or conditions specified. Failure of **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 **COUNTY**.

b) In the event **AGENCY** uses any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, **AGENCY** shall, at the option of **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, **COUNTY** shall notify **AGENCY** of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to **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) **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. **AGENCY** shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by **COUNTY**, without the prior written consent of **COUNTY**, which shall be determined by **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 **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 **COUNTY**.

15. Indemnification.

AGENCY agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless **COUNTY**, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by **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 **COUNTY**.

16. HIPAA

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

b) **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.

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 **COUNTY**. The insurance requirements shall remain in effect throughout the term of this Agreement.

18. Public Entities Crimes.

AGENCY is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to **COUNTY** that **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. **AGENCY** represents and certifies that **AGENCY** is and will at all times remain eligible for and perform the services subject to the requirements of these, and other applicable, laws. **AGENCY** agrees that any contract awarded to **AGENCY** will be subject to termination by **COUNTY** if **AGENCY** fails to comply or to maintain such compliance.

19. Business Practices.

a) **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 **COUNTY**.

b) **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 **COUNTY** and shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. In addition, **AGENCY** shall provide an independent audit to **COUNTY**, if so requested by **COUNTY**.

20. Nondiscrimination.

a) **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) **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) **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 **AGENCY**.

21. Interest of Members of County and Others.

No officer, member, or employee of **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 **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.

AGENCY shall promptly notify **COUNTY** in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If **AGENCY** is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, **AGENCY** may identify the prospective business association, interest or circumstance, the nature of work that **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 **AGENCY**. **COUNTY** agrees to notify **AGENCY** of its opinion within (10) calendar days of receipt of notification by **AGENCY**, which shall be binding on **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 **COUNTY**. No agent, employee, or servant of **AGENCY** shall be, or shall be deemed to be, the agent or servant of **COUNTY**. None of the benefits provided by **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 **AGENCY**.

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. **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 **COUNTY**.

25. Governing Law.

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

26. Public Records.

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. **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 **AGENCY** policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, **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.

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 **COUNTY**:

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

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

Jeri Flanagan, Director, Development
Boley Centers, Inc.
445 31st Street N
St. Petersburg, Florida 33713
(727) 821-4819

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

BOLEY CENTERS, INC.

By: 
Gary MacMath
President/CEO

Dated: 1/9, 2017

APPROVED AS TO FORM

By: 
Office of the County Attorney