

HUMAN SERVICES FUNDING AGREEMENT

Homeless Leadership Alliance of Pinellas Inc./Operations

Legistar ID Number: 22-1065A

THIS AGREEMENT (Agreement) is effective upon the date last entered below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**COUNTY**," and **HOMELESS LEADERSHIP ALLIANCE OF PINELLAS, INC.**, a non-profit Florida corporation, whose address is 647 1st Avenue North, St. Petersburg, Florida 33701, 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 health and well-being of Pinellas County residents are critical for a prosperous and sustainable community; and

WHEREAS, health is influenced by many factors beyond genetics and medical care, including the social, economic, service, and physical environments, both natural and built, and conditions in which people live, learn, work, play, and age. These environments and conditions are known as the social determinants of health; and

WHEREAS, policies implemented by the **COUNTY** related to food access, housing, transportation, public safety, education, criminal justice, and economic development significantly affect health inequities and the social determinants of health; and

WHEREAS, the **COUNTY** recognizes that the **AGENCY** is providing an essential service within the community through its coordination and leadership of homeless services, shelter, and housing; and

WHEREAS, the **COUNTY** has determined that **AGENCY** has proven its dedication and

efficiency in coordinating programs that benefit the homeless; and

WHEREAS, in 2015 HUD established a commitment to Housing First, defined as an approach to homeless assistance that prioritizes rapid placement and stabilization in permanent housing and does not have service participation requirements or preconditions such as sobriety or a minimum income threshold and includes the minimum components: 1) removing barriers to entry; 2) establishing a coordinated entry system; 3) practicing client-centered service delivery; 4) prioritizing households most in need; and 5) ensuring inclusive decision-making; and

WHEREAS, the local Continuum of Care (COC) encourages and supports all programs that serve homeless individuals and families to operate from a Housing First model; and

WHEREAS, on August 9, 2016, the Board of County Commissioners adopted Resolution 16-53, endorsing Housing First and the Coordinated Entry System in support of the COC; and

WHEREAS, the COUNTY is committed to working closely with the AGENCY to support the continued incorporation of Housing First best practices.

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

1. Recitals

The above "WHEREAS" clauses are incorporated into and are made a part of this Agreement.

2. Scope of Services.

The AGENCY shall utilize COUNTY funds for administrative costs related to personnel and operating expenses of the AGENCY, as well as direct services associated with serving as the Continuum of Care (CoC) Lead Agency and the Pinellas Homeless Management Information System (PHMIS) Lead Agency. In serving as the designated CoC and PHMIS lead, AGENCY'S responsibilities include, but are not limited to, the following:

a. The **AGENCY** will provide leadership in the governance, development and management of the homeless CoC and the HMIS system in Pinellas County, to include the development of best practices and recommendations for utilization of homeless street outreach, emergency shelters, permanent supportive housing, rapid rehousing funding, and other related shelter, housing, or services.

b. The **AGENCY** will provide a partially county-funded CEO position. The CEO shall serve as the official spokesperson and represent the Homeless Leadership Alliance of Pinellas, Inc. (HLA) in the community. Additionally, the CEO will oversee day-to-day operations, fiscal management, program development, and fundraising.

c. The **AGENCY** will work with its Board of Directors and membership to further develop the capacity and strengthen its role as the local lead agency for funding from the federal and state government.

d. The **AGENCY** shall convene and coordinate Funders' Council, Providers' Council, Executive Team, and various other committees and task forces to ensure the development and submission of Continuum of Care funding applications and reports and to ensure these plans meet the present and future needs of the **COUNTY**'s homeless population.

e. The **AGENCY** shall maintain a strategic plan, and budget worksheet annually, at a minimum.

f. The CEO and staff shall plan agendas, maintain meeting minutes, follow up on meeting assignments, and staff committees for the **AGENCY** to assist in maintaining the strategic plan in Pinellas County.

g. The **AGENCY** shall coordinate the annual Point-in-Time Count and survey of homeless persons in Pinellas County.

h. The **AGENCY** shall administer and oversee a collaborative PHMIS system to meet the needs of providers, funders, and stakeholders in the CoC. In doing so, **AGENCY** shall:

- i. Provide (1) FTE county-funded HMIS staff
- ii. Provide data analysis of specific system-wide performance measures
- iii. Provide data analysis and regular monitoring of data quality
- iv. Provide data analysis on program and client-level data as necessary for reports
- v. Compile additional system-wide statistical and ad-hoc reports
- vi. Oversee the PHMIS Work Plan
- vii. Assist in membership outreach and relationship building with agencies, businesses, and individuals, as appropriate, to expand the use and effectiveness of PHMIS

i. The **AGENCY** shall provide (1) FTE county-funded Special Initiatives Manager to serve youth as a priority population, coordinate youth services, oversee the cold night shelter program, and manage other special projects.

j. The **AGENCY** shall coordinate the cold night shelter program that provides overnight sheltering for homeless residents when local temperatures drop to a feels-like forty (40) degrees.

3. Term of Agreement.

a. The term of this Agreement commences upon execution of this Agreement by both Parties and shall expire on September 30, 2027. Following the commencement of this Agreement, reimbursement for service and costs rendered by the **AGENCY** on or after October 1, 2022, may be invoiced.

b. Parties reserve the right to renew this agreement for up to one (1) additional two (2)-year term, which shall be mutually agreed upon in writing by the Parties.

4. Compensation.

a. The COUNTY agrees to pay the AGENCY an amount not to exceed TWO HUNDRED EIGHTY-EIGHT THOUSAND THREE HUNDRED THIRTY DOLLARS and NO/100 (\$288,330.00) per fiscal year for the services described in Section 2 of this Agreement.

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 accompanied by documentation including the cost of services provided, invoices, receipts, and/or copies of time slips or pay stubs which verify the services for which reimbursement is sought, as applicable and required by the COUNTY. 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.

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**.

f. The **AGENCY** shall track program income generated from services provided under this Agreement and provide a report on program income to the **COUNTY** with each invoice submission. The **AGENCY** shall reinvest the program income into the program as approved by the **COUNTY** and/or deduct the program income from reimbursement requests. The **AGENCY** shall provide the **COUNTY** with program income policy as applicable.

5. Data Collection and Performance Measures.

a. The **AGENCY** agrees to submit monthly program data reports to the **COUNTY**, consistent with the data elements, collection standards, and performance measures found in Appendix A. In addition, the **AGENCY** agrees to submit annual reports, strategic plans, resource allocation plans, and continuum policies, procedures, and program information, as requested by 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. The report formats shall be prescribed and provided by the **COUNTY**.

b. Program data 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, and no payments will be due and/or reimbursed.

6. HIPAA, Information Sharing, and Care Coordination.

a. The **AGENCY** understands and agrees that the **COUNTY**, as a political subdivision of the State of Florida, is a governmental entity that provides for health and welfare programs (Fla Stat. 125.01) and that the **COUNTY** is a Covered Entity as a payor of health care

as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 45 CFR 160.103.

b. The **AGENCY** (Business Associate) 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 CFR 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 the **AGENCY** shall disclose any policies, rules or regulations enforcing these provisions upon request.

c. The **AGENCY** (Business Associate) agrees to execute a HIPAA Business Associate Agreement upon execution of this Agreement with the **COUNTY** (Covered Entity).

d. The **AGENCY**, as the Business Associate, shall make available to the **COUNTY** any/all records pertaining to rendered services funded in total or in part by the **COUNTY** for the purposes of coordinating medical and behavioral health care treatment services, performing quality assurance reviews of services rendered by the **AGENCY**, and conducting financial and program operational audits. The **AGENCY** shall comply with requests from the **COUNTY** for access to requested information, including protected health information, within a timely manner and without restriction. The **AGENCY** agrees that the **COUNTY** retains the specific right of access to all treatment records, plans, reviews, and essentially similar materials that relate to the services provided to clients/consumers under the terms of this Agreement. The **COUNTY** shall be entitled to make and retain possession of copies of any treatment plans, records, reviews and essentially similar materials which relate to the services provided to clients/consumers under the terms of this Agreement and the **AGENCY** shall not restrict the **COUNTY** from such possession.

e. The **AGENCY** shall develop Data Sharing Agreements and/or Business Associate Agreements with local behavioral health providers, as necessary, to facilitate the exchange of health information and coordinate client care.

f. As appropriate, **AGENCY** shall ensure that clients complete releases of information (ROI) upon program enrollment. The **AGENCY** shall use and promote the use of 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, and substance abuse information from the 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.

7. Data Collaborative.

In the fall of 1999, the Pinellas County Data Collaborative was established pursuant to Chapter 163.62 Florida Statute, which allows governmental and certain private agencies to share information. As a recipient of governmental funding, the **AGENCY** agrees to participate in efforts to support the data collaborative, share data and allow for data submitted under this agreement to be shared with the data collaborative, and provide additional program and other information in an electronic format to the **COUNTY** for the sole purpose of data collection, research and policy development. The **AGENCY** may also be required to execute a Data Sharing Agreement to facilitate information sharing.

8. Housing First and Coordinated Entry.

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

b. The **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 service participation requirements or preconditions such as sobriety or a minimum income threshold and includes the minimum components: 1) removing barriers to entry; 2) establishing a coordinated entry system; 3) practicing client-centered service delivery; 4) prioritizing households most in need; and 5) ensuring inclusive decision-making.

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

d. The **AGENCY** agrees to demonstrate status and efforts of the Housing First model upon request by the **COUNTY**.

9. 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 Alliance (HLA), or similar system as required by the Pinellas County Homeless Continuum of Care. Additionally, the **AGENCY** agrees to provide designated **COUNTY** staff direct access to this program in PHMIS for the purposes of monitoring and quality assurance.

10. 211 Tampa Bay Cares Database.

As a condition of receipt of a funding award from the **COUNTY**, the **AGENCY** agrees to:

a. List new or updated program data in the 211 Tampa Bay Cares, Inc. online database.

- b. Provide 211 Tampa Bay Cares, Inc. with regular updates for program eligibility criteria, capacity, and availability.
- c. Accept referrals from 211 Tampa Bay Cares, Inc. for clients eligible for program services.
- d. The **COUNTY** may request documentation that verifies compliance with this Section.

11. Personnel

- a. Qualified Personnel. The **AGENCY** agrees that each person performing Services in connection with this Agreement shall have the required licensure and qualifications and shall fulfill the requirements set forth in this Agreement.
- b. Approval and Replacement of Personnel. The **COUNTY** shall have the right to approve all **AGENCY** Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. The **AGENCY** shall provide the names and qualifications of the **AGENCY** Personnel assigned to perform Services pursuant to the Agreement in writing within ten (10 days) of execution of this Agreement. Thereafter, during the term of this Agreement, the **AGENCY** shall promptly and as required by the **COUNTY** provide written notice of the names and qualifications of any additional the **COUNTY** Personnel assigned to perform Services. The **COUNTY**, on a reasonable basis, shall have the right to require the removal and replacement of any of the **AGENCY** Personnel performing Services, at any time during the term of the Agreement. The **COUNTY** will notify the **AGENCY** in writing in the event the **COUNTY** requires such action. The **AGENCY** shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the **COUNTY** and shall promptly replace such person with another person, acceptable to the **COUNTY**, with sufficient knowledge and expertise to perform

the Services assigned to such individual in accordance with this Agreement. In situations where individual **AGENCY** Personnel are prohibited by applicable law from providing Services, removal and replacement of such **AGENCY** Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe.

c. The **AGENCY** shall, within three (3) business days of changes, submit written notification by electronic mail to their Contract Manager if any of the following positions are to be changed and identify the individual and qualifications of the successor or plan to recruit a successor:

- i. Chief Executive Officer (CEO)
- ii. Chief Operations Officer (COO)
- iii. Chief Financial Officer (CFO)
- iv. Chief Information Technology Officer (CITO) or
- v. Any other equivalent position within the **AGENCY**'s Organizational chart.
- vi. Integral personnel funded through this Agreement or direct Supervisors of personnel funded through this Agreement

12. Monitoring.

a. The **AGENCY** will comply with the **COUNTY** and departmental policies and procedures.

b. The **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. The **AGENCY** will submit other reports and information in such formats and at such times as may be prescribed by the **COUNTY**.

d. The **AGENCY** shall 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 within ten (10) days of the **AGENCY's** receipt of the monitoring report.

e. If the **AGENCY** receives licensing and accreditation reviews, each review shall be submitted to the **COUNTY** within ten (10) days of receipt by the **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**.

13. 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 twelve (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 and **AGENCY** Organizational Chart
- l. Match documentation

14. Emergency, Disaster, or Critical Event Response.

Community partners are critical to effective community response in a disaster. The **AGENCY** must effectively prepare their organization for continuity of services as necessary prior, during, and post disaster and must be ready to respond to community needs as determined appropriate and necessary by the **COUNTY** under this agreement. At a minimum, this may include:

a. The **AGENCY** will work with the **COUNTY**, through its Human Services and Emergency Management Departments, to prepare and respond in the event of an emergency, disaster, or critical event response.

b. The **AGENCY** will work on its Continuity of Operations Plan and Disaster Response Plan in coordination with the **COUNTY**, as set forth above, including staffing plans where necessary and appropriate.

c. The **COUNTY** agrees to continue funding this Agreement 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. This may include reassignment of **COUNTY** funded staff and resources under the agreement or other dedicated **AGENCY** assistance to aid with community response.

e. Cooperative plans regarding preparedness and emergency event operations will be

developed and maintained by the COUNTY and the AGENCY as necessary for response. These plans will be implemented using the County's established activation process for events. For man-made or sudden onset events the COUNTY and the AGENCY will discuss community impacts and decide how best to meet the community's response. Along with immediate response, the AGENCY agrees to participate in follow-up activities to help stabilize the community in a coordinated manner such as resource connection events, outreach, and adjustments to service delivery to meet needs.

f. If the AGENCY is unwilling to perform duties as described in this Section, payments may be withheld at the direction of the Director of Human Services until operations continue.

g. The AGENCY will track and maintain detailed operational records when activated.

15. Special Situations.

The AGENCY agrees to inform the 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. Circumstances or events 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 the COUNTY's ability to protect and serve its participants, or other significant effect on the AGENCY or the COUNTY. Circumstances or events shall be reported to the designated COUNTY contact in the form prescribed by the COUNTY.

16. Amendment/Modification.

In addition to applicable federal, state and local statutes and regulations, this Agreement expresses the entire understanding of the parties concerning the matters covered herein. Unless specifically indicated 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 or operational modifications that do not result in an increase of funding, change the underlying public purpose of this Agreement or otherwise amend the terms of this Agreement shall be submitted in the format prescribed and provided by the **COUNTY** which is attached hereto and incorporated herein as Appendix B.

17. Termination.

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

b. 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**.

c. 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 repay such amount and, at the option of the **COUNTY**, be deemed to have waived the privilege of receiving additional funds under this Agreement.

18. 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.

19. Non-Exclusive Services.

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.

20. 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 the **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**.

21. Insurance.

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

22. 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.

23. 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 the **AGENCY** shall provide an independent audit to the **COUNTY**, if so requested by the **COUNTY**.

24. 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. Specifically, section 119.0701 requires **AGENCY** perform the following:

a. Keep and maintain public records required by the **COUNTY** to perform the service.

b. Upon request from the **COUNTY**'s custodian of public records, provide the **COUNTY** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

c. Ensure that public records that are deemed exempt and/or confidential are exempted from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the **AGENCY** does not transfer the records to the **COUNTY**.

d. Upon completion of the contract, transfer, at no cost to the **COUNTY**, all public records in possession of the **AGENCY** or keep and maintain public records required by the

COUNTY to perform the service. If the contractor transfers all public records to the **COUNTY** upon completion of the contract, the **AGENCY** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **AGENCY** keeps and maintains public records upon completion of the contract, the **AGENCY** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the **COUNTY**, upon request from the **COUNTY**'s public agency's custodian of public records, in a format that is compatible with the information technology systems of the **COUNTY**.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Public Records Liaison
440 Court St., 2nd Floor
Clearwater, FL 33756
astanton@pinellascounty.org
(727) 464-8437**

25. Nondiscrimination.

a. Pursuant to Section 2.02(e) of the Pinellas County Code Protection of human rights. The **COUNTY** shall establish provisions, pursuant to state and federal law, for protection of human rights from discrimination based upon religion, political affiliation, race, color, age, sex, or national origin by providing and ensuring equal rights and opportunities for all people of Pinellas County.

b. 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.

c. 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.

d. 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.

e. 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**.

26. Conflicts of Interest.

a. 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.

b. 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 ten (10) calendar days of receipt of notification by the **AGENCY**, which shall be binding on the **AGENCY**.

27. Independent Contractor.

It is expressly understood and agreed by the parties that the **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 the **COUNTY** to the employees, agents, or servants of the **AGENCY**.

28. 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 (1) 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:

- i. The **AGENCY** shall not sell said property within one year of purchase unless express permission is obtained from the **COUNTY** in writing;
- ii. The **AGENCY** shall use said property for the purposes of the program herein, or for similar purposes;
- iii. 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
- iv. 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.

29. 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**.

30. Governing Law.

The laws of the State of Florida shall govern 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. E-VERIFY

a. The **AGENCY** must register with and use the E-verify system in accordance with Florida Statute 448.095. The **AGENCY** shall submit an affidavit of compliance with this section at the start of this agreement.

b. If the **AGENCY** enters into a contract with a Subcontractor, the Subcontractor must provide the **AGENCY** with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

c. If the **COUNTY**, the **AGENCY**, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1), the party shall immediately terminate the contract with the person or entity.

d. If the **COUNTY** has a good faith belief that a Subcontractor knowingly violated this provision, but the **AGENCY** otherwise complied with this provision, the **COUNTY** will

notify the **AGENCY** and order that the **AGENCY** immediately terminate the contract with the Subcontractor.

e. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. The **AGENCY** acknowledges upon termination of this agreement by the **COUNTY** for violation of this section by **AGENCY**, the **AGENCY** may not be awarded a public contract for at least one (1) year. The **AGENCY** acknowledges that the **AGENCY** is liable for any additional costs incurred by the **COUNTY** as a result of termination of any contract for a violation of this section.

f. The **AGENCY** shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. The **AGENCY** shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.

33. Prior Agreement, Waiver, and Severability.

This Agreement supersedes any prior Agreements between the Parties and is the sole basis for agreement between the Parties in regard to this matter. 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.

34. Agreement Management and Notice.

All notices and other communications referred to and required herein must either be given by US Postal Service mail or Email, unless otherwise specified herein, to the parties as shown below. The effective date of any notice sent via Email shall be the date of receipt, provided such receipt has been confirmed by the recipient. Each party must advise the other parties of any status change concerning this Notice section.

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

Abigail Stanton, Contracts Division Director
Pinellas County Human Services
440 Court Street, 2nd Floor
Clearwater, Florida 33756

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

Amy E. Foster, CEO
Homeless Leadership Alliance of Pinellas, Inc.
647 1st Avenue North
St. Petersburg, Florida 33701

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

By: *Dee Lynn Leiro*



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

By: *Charles Johnson*
Chairman

ATTEST
Victoria Sailor
Homeless Leadership Alliance of Pinellas, Inc.

By: *Victoria Sailor*

HOMELESS LEADERSHIP ALLIANCE
OF PINELLAS, INC., a non-profit
Florida Corporation

By: *Amy E. Foster*
Amy E. Foster, CEO

Date: August 10, 2022

APPROVED AS TO FORM
By: *Matthew Tolnay*
Office of the County Attorney



Define - Measure - Analyze - Improve - Control

Project or Program: Homeless Leadership Alliance of Pinellas						
Goal: Design and coordinate local system to assist sheltered and unsheltered individuals experiencing homelessness and provide the services necessary to help them access housing and obtain long-term stability.						
INPUTS	Partners	ACTIVITIES		OUTCOMES		
What we invest		What they do	Who they reach	Short-term results	Intermediate results	Long-term results
\$288,330 (HLA Staff, Operations, Direct Services Agreement) \$134,000.00 (Diversion Agreement)	Providers Council Members: see HLA Website – pinellashomeless.org	Provide leadership in the governance, development and management of the homeless CoC* and the HMIS** in Pinellas County. Develop recommendations of best practices for homeless street outreach teams, emergency shelter, PSH, RRH funding and other housing and housing supportive services Convene and coordinate Funders' council, Providers' Council, Executive Team and other committees and task forces for needs of homeless Review CoC and provider performance and oversee improvements Manage the coordinated entry process, which includes homelessness diversion and targeted prevention Maintain strategic plan for addressing homelessness Conduct annual 'Point in Time' homeless survey and submits to HUD. Develop and approve the CoC application for HUD funding Advocacy at local, state, and federal levels (CEO) Coordinate Cold Night Shelter Program Provide homeless youth advocacy and support and special initiatives	Homeless Providers in Pinellas County Sheltered and unsheltered individuals experiencing homelessness in Pinellas County Continuum projects*** within Pinellas County	Share NOFA Ranking and Review, CoC Funding distribution, and FY23 organizational budget (submit annually) Update FY23 Strategic Plan, (System Redesign Plan to include Prevention, Diversion, Transitional Housing, Safe Haven, Street Outreach, HMIS, Rapid Rehousing, PSH, ES and other related shelter, housing or services – submit annually). Monthly Data approved by HLA to be submitted monthly. Per Amy - Related to approved CoC Benchmarks? (data report shows how performing against coc benchmarks)	HUD System Measures*** Measure 2a: Reduction in the percent of persons who return to homelessness within 6-12 months. Measure 6a: Reduction in % homeless who return to homelessness w/ in 6-12 months. Data Sources: HLA Dashboard Monthly Reports and Trend Analysis Amy suggested to add approved CoC benchmarks to long-term results? (they are split out by intervention type) – Diversion and Prevention Amy described Long-term outcomes are the objectives and CoC benchmarks help get to LT outcomes	HUD System Measures*** 1: Reduction in the average and median length of time persons remain homelessness. 2b: Reduction in the percent of persons who return to homelessness within 2 years. 3: Reduction in the number of persons who are homeless 4: Increase in the % of adults who gain or increase employment or non-employment cash income over time. 5: Reduction in the number of persons who become homeless for the 1 st time. 6b: Reduction in % homeless who return to homelessness w/ in 2 years. 6c: Increase in the percent of persons who exit to or retain permanent housing. Measure 7a: Increase in the percent of persons who exit to ES, SH, TH or PH destination Measure 7b: Increase in the % who exit to or retain permanent housing.

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[Source: <https://www.hudexchange.info/programs/coc/>]

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Logic Model Updated 06/23/2022



Define - Measure - Analyze - Improve - Control

2021/2022 Pinellas Continuum of Care Proposed Benchmarks
Approved by Pinellas Continuum of Care Data and System Performance Committee October 21, 2021
 (Red text are new or updated benchmarks)

System Benchmarks		
CoC Benchmark	Current Status	Proposed Updated Benchmark
Persons in FL-502 will have an average combined length of time homeless of no more than 75 days.	FY2020 – 97 FY2019 – 77	Persons in FL-502 will have an average combined length of time homeless of no more than 75 days.
Persons in FL-502 will have a median combined length of time homeless of no more than 40 days.	FY2020 – 57 FY2019 – 41	Persons in FL-502 will have a median combined length of time homeless of no more than 40 days.
FL-502 will have no more than 20% of adults who exited to PH return to ES, SH, TH or SO within six months of exit.	FY2020 – 15% FY2019 – 17%	FL-502 will have no more than 20% of adults who exited to PH return to ES, SH, TH or SO within six months of exit.
FL-502 will have no more than 30% of adults who exited to permanent housing return to ES, SH, TH or SO within two years of exit.	FY2020 – 28% FY2019 – 29%	FL-502 will have no more than 30% of adults who exited to permanent housing return to ES, SH, TH or SO within two years of exit.
At least 40% of participants housed in FL-502 ES, SH, TH and RRH project will move into PH at exit.	FY2020 – 26% FY2019 – 30%	At least 40% of participants housed in FL-502 ES, SH, TH and RRH project will move into PH at exit.
At least 90% of participants remained housed in FL-502, PSH or exit to PH.	FY2020 – 94% FY2019 – 89%	At least 90% of participants remained housed in FL-502, PSH or exit to PH.
	FY2020 - 3,393 FY2019 – 4,710	There will be a 30% decrease in the number of persons who enter ES, SH, and TH with no prior enrollments in HMIS. (HUD definition no prior enrollments in homeless serving projects 24 months.)

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Programmatic Benchmarks: Exits from Homeless Prevention/Crisis Response System		
CoC Benchmark	Current Status	Proposed Updated Benchmark
Prevention		
At least 90% of individuals in HP projects remain in permanent housing (PH) or exit to PH at program exit.	FY2020 – 98% FY2019 – 94%	At least 90% of individuals in HP projects remain in permanent housing (PH) or exit to PH at program exit.
Street Outreach		
At least 95% of individuals in SO projects will move from unsheltered locations to temporary housing in 21 days from project entry.	Measure to be monitored for six months to collect baseline data to establish new target.	At least 95% of individuals in SO projects will move from unsheltered locations to temporary housing in 91 days from project entry.
Emergency Shelter		
At least 30% of individuals in ES projects will exit anywhere other than homelessness.	FY2020 –34% FY2019 –36%	At least 30% of individuals in ES projects will exit anywhere other than homelessness.
Transitional Housing		
At least 50% of individuals in TH projects will move to permanent housing at exit.	FY2020 – 45% FY2019 – 55%	At least 50% of individuals in TH projects will move to permanent housing at exit.
Safe Haven		
At least 75% of individuals in SH projects will move to permanent housing at exit.	FY2020 – 49% FY2019 – 58%	At least 75% of individuals in SH projects will move to permanent housing at exit.
Permanent Supportive Housing		
At least 90% of participants remained housed in PSH or exit to PH.	FY2020 – 94% FY2019 – 89%	At least 90% of participants remained housed in PSH or exit to PH.

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Define - Measure - Analyze - Improve - Control

Programmatic Benchmarks: Returns to Homeless Prevention/Crisis Response System After Exiting to Permanent Housing		
CoC Benchmark	Current Status	Proposed Updated Benchmark
Prevention		
25% of Individuals will remain in Housing 12 months after Project Exit.	FY2020 – 94% FY2019 – 96%	75% of individuals will remain in Housing 12 months after Project Exit.
Diversion		
	FY2021 20%	80% or more of individuals that received diversion assistance will have a positive exit destination.
Emergency Shelter		
ES projects will have no more than 23% of individuals who exited to permanent housing return to ES, SH, TH or SO within 6 months of exit (based off SPM, clean data).	FY2020 – 16% FY2019 – 15%	ES projects will have no more than 23% of individuals who exited to permanent housing return to ES, SH, TH or SO within 6 months of exit (based off SPM, clean data).
ES projects will have no more than 37% of individuals who exited to permanent housing return to ES, SH, TH or SO within two years of exit (based off SPM, clean data).	FY2020 – 34% FY2019 – 34%	ES projects will have no more than 37% of individuals who exited to permanent housing return to ES, SH, TH or SO within two years of exit (based off SPM, clean data).
Transitional Housing		
TH projects will have no more than 15% of adults who exited to permanent housing return to ES, SH, TH or SO within 6 months of exit.	FY2020 – 11.28% FY2019 – 13.39%	TH projects will have no more than 15% of adults who exited to permanent housing return to ES, SH, TH or SO within 6 months of exit.
TH projects will have no more than 30% of adults who exited to permanent housing return to ES, SH, TH or SO within two years of exit.	FY2020 – 26.11% FY2019 – 27.71%	TH projects will have no more than 30% of adults who exited to permanent housing return to ES, SH, TH or SO within two years of exit.
Safe Haven		
SH projects will have no more than 10% of adults who exited to permanent housing return to ES, SH, TH or SO within 6 months of exit.	FY2020 – 20% FY2019 – 15%	SH projects will have no more than 10% of adults who exited to permanent housing return to ES, SH, TH or SO within 6 months of exit.

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[Source: <https://www.hudexchange.info/programs/coc/>]

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Logic Model Updated 06/23/2022



Define - Measure - Analyze - Improve - Control

SH projects will have no more than 20% of adults who exited to permanent housing return to ES, SH, TH or SO within two years of exit.	FY2020 – 37% FY2019 – 38%	SH projects will have no more than 20% of adults who exited to permanent housing return to ES, SH, TH or SO within two years of exit.
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Programmatic Benchmarks: Returns to Homeless Prevention/Crisis Response System After Exiting to Permanent Housing		
CoC Benchmark	CoC Benchmark	CoC Benchmark
Permanent Supportive Housing		
PSH projects will have no more than 10% of adults who exited to permanent housing that return to ES, SH, TH, or SO within 6 months of exit.	FY2020 – 12% FY2019 – 9%	PSH projects will have no more than 10% of adults who exited to permanent housing that return to ES, SH, TH, or SO within 6 months of exit.
PSH projects will have no more than 20% of adults who exited to permanent housing that return to ES, SH, TH or SO within two years of exit.	FY2020 – 19% FY2019 – 18%	PSH projects will have no more than 20% of adults who exited to permanent housing that return to ES, SH, TH or SO within two years of exit.
Diversion		
	FY2020-86%	95% of individuals that received diversion assistance will maintain their resolution for 90 days and not enter the Homeless Crisis Response System
Rapid Re-Housing		
RRH projects will have no more than 10% of adults who exited to permanent housing that return to ES, SH, TH, or SO within 6 months of exit.	FY2020 – 7% FY2019 – 9%	RRH projects will have no more than 10% of adults who exited to permanent housing that return to ES, SH, TH, or SO within 6 months of exit.
RRH projects will have no more than 20% of adults who exited to permanent housing that return to ES, SH, TH or SO within two years of exit.	FY2020 – 18% FY2019 – 19%	RRH projects will have no more than 20% of adults who exited to permanent housing that return to ES, SH, TH or SO within two years of exit.

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Logic Model Updated 06/23/2022

Define - Measure - Analyze - Improve - Control

Programmatic Benchmarks for Income for Homeless Crisis Response System		
CoC Benchmark	Current Status	Proposed Updated Benchmark
Transitional Housing		
At least 35% of individuals in TH projects will increase earned income during the reporting period or at exit.	FY2020 – 1% FY2019 – 2%	At least 35% of individuals in TH projects will increase earned income during the reporting period or at exit.
At least 35% of individuals in TH projects will maintain earned income during the reporting period or at exit.	FY2020 – 14% FY2019 – 13%	At least 35% of individuals in TH projects will maintain earned income during the reporting period or at exit.
At least 35% of individuals in TH projects will increase unearned income during the reporting period or at exit.	FY2020 – 27% FY2019 – 26%	At least 35% of individuals in TH projects will increase unearned income during the reporting period or at exit.
At least 35% of individuals in TH projects will maintain unearned income during the reporting period or at exit.	FY2020 – 18% FY2019 – 23%	At least 35% of individuals in TH projects will maintain unearned income during the reporting period or at exit.
Safe Haven		
At least 75% of individuals in SH projects will increase earned income during the reporting period or at exit.	FY2020 – 5% FY2019 – 1%	At least 10% of individuals in SH projects will increase earned income during the reporting period or at exit.
At least 75% of individuals in SH projects will maintain earned income during the reporting period or at exit.	FY2020 – 9% FY2019 – 11%	At least 25% of individuals in SH projects will maintain earned income during the reporting period or at exit.
At least 75% of individuals in SH projects will increase unearned income during the reporting period or at exit.	FY2020 – 21% FY2019 – 15%	At least 35% of individuals in SH projects will increase unearned income during the reporting period or at exit.
At least 75% of individuals in SH projects will maintain unearned income during the reporting period or at exit.	FY2020 – 44% FY2019 – 47%	At least 60% of individuals in SH projects will maintain unearned income during the reporting period or at exit.

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Programmatic Benchmarks for Income for Homeless Crisis Response System		
CoC Benchmark	CoC Benchmark	CoC Benchmark
Permanent Supportive Housing		
At least 10% of individuals in PSH projects will increase earned income during the reporting period or at exit.	FY2020 – 6% FY2019 – 6%	At least 10% of individuals in PSH projects will increase earned income during the reporting period or at exit.
At least 10% of individuals in PSH projects will maintain earned income during the reporting period or at exit.	FY2020 – 3% FY2019 – 2%	At least 10% of individuals in PSH projects will maintain earned income during the reporting period or at exit.
At least 30% of individuals in PSH projects will increase unearned income during the reporting period or at exit.	FY2020 – 24% FY2019 – 23%	At least 30% of individuals in PSH projects will increase unearned income during the reporting period or at exit.
At least 30% of individuals in PSH projects will maintain unearned income during the reporting period or at exit.	FY2020 – 5% FY2019 – 4%	At least 30% of individuals in PSH projects will maintain unearned income during the reporting period or at exit.
Rapid Re-Housing		
At least 5% of individuals in RRH projects will increase earned income during the reporting period or at exit.	FY2020 – 8% FY2019 – 5%	At least 15% of individuals in RRH projects will increase earned income during the reporting period or at exit.
At least 5% of individuals in RRH projects will maintain earned income during the reporting period or at exit.	FY2020 – 18% FY2019 – 21%	At least 20% of individuals in RRH projects will maintain earned income during the reporting period or at exit.
At least 20% of individuals in RRH projects will increase unearned income during the reporting period or at exit.	FY2020 – 12% FY2019 – 11%	At least 20% of individuals in RRH projects will increase unearned income during the reporting period or at exit.
At least 20% of individuals in RRH projects will maintain unearned income during the reporting period or at exit.	FY2020 – 40% FY2019 – 35%	At least 15% of individuals in RRH projects will maintain unearned income during the reporting period or at exit.

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Define - Measure - Analyze - Improve - Control

	Measure to be monitored for six months to collect baseline data to establish new target.	RRH entry dates within HMIS will be no less than 8 business days from the Coordinated Entry referral date.
--	--	--

Moving On		
	Measure to be monitored for six months to collect baseline data to establish new target.	At least XX% of participants will exit PSH to move into PH.
	Measure to be monitored for six months to collect baseline data to establish new target.	#Households will be assisted with applications for vouchers or other housing resources.
	Measure to be monitored for six months to collect baseline data to establish new target.	#Households will be connected to vouchers or affordable housing.

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COC DATA QUALITY BENCHMARKS

Approved by the Data and System Performance Committee October 21, 2021

All UDE's must be obtained from each adult and unaccompanied youth who applies for services through the homeless assistance system. Most UDEs are also required for children aged 17 years and under.					
The target for all Data Elements is 100%. The acceptable Null/Missing target is 0%.					
Universal Data Element	Permanent Housing (includes Permanent Supportive Housing, Rapid Rehousing, and PH)	Support Services Only and Transitional Housing	Emergency Shelter (Includes Bridging Families)	Street Outreach	Diversion/Prevention Services, Housing Navigation, and Workforce Development
Acceptable "Client Doesn't Know", Client Refused"					
Name	0%	0%	0%	5%	0%
Social Security Number	5%	10%	10%	50%	5%
Date of Birth	0%	0%	2%	5%	0%
Race	0%	5%	5%	5%	0%
Ethnicity	0%	5%	5%	5%	0%
Gender	0%	0%	0%	5%	0%
Veteran Status	0%	0%	0%	5%	0%
Disabling Condition	0%	0%	0%	5%	0%
Project Start Date	0%	0%	0%	0%	0%
Project Exit Date	0%	0%	0%	0%	0%
Destination	2%	2%	30%	30%	2%
Relationship to Head of Household	0%	0%	0%	0%	0%

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Client Location	0%	0%	0%	0%	0%
Housing Move-in Date	0%				
Prior Living Situation	0%	0%	0%	0%	0%
Measure to be monitored for six months to collect baseline data to establish new target.					
Project Specific Data Element	Permanent Housing (includes Permanent Supportive Housing, Rapid Rehousing, and PH)	Support Services Only and Transitional Housing	Emergency Shelter (Includes Bridging Families)	Street Outreach	Diversion/Prevention Services, Housing Navigation, and Workforce Development
Length of Stay in Previous Place	0%	0%	5%	10%	0%
Approximate Date Homelessness Started	0%	0%	5%	10%	0%
Number of Times Homeless	0%	0%	5%	10%	0%
Number of Months Homeless	0%	0%	5%	10%	0%
Monthly Income and Sources	0%	0%	5%	5%	0%
Annual Assessment Income Update	0%				
Non-Cash Benefits	0%	0%	5%	5%	0%
Health Insurance	0%	0%	2%	5%	0%
Disabilities	0%	0%	0%	2%	0%
Relationship to Head of Household	0%	0%	2%	5%	0%
Last Permanent Residence	0%	2%	2%	5%	0%

*The Continuum of Care (CoC) Program is designed to promote communitywide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.

[Source: <https://www.hudexchange.info/programs/coc/>]

**Homeless Management Information System. Database of all homeless entries and exits for CoC.

***Continuum projects are projects, which may or may not be funded by HUD, that provide services and/or lodging, and whose primary purpose is to meet the specific needs of people who are homeless or at risk of homelessness within the CoC's geography.

****HUD System Measures are reported annually to HUD by the CoC for the entire jurisdiction. A copy of the report submitted to HUD will fulfill this reporting requirement.

Logic Model Updated 06/23/2022



Define - Measure - Analyze - Improve - Control

Living in Pinellas County	0%	0%	0%	0%	0%
Housing Status	0%	0%	0%	0%	0%
Clients Information/Last Permanent Address	0%	5%	30%	30%	0%
Landlord Contact Information	0%				0%
Emergency Contacts	0%	5%	30%	30%	0%

Measure to be monitored for six months to collect baseline data to establish new target.

System Data Quality	Permanent Housing (includes Permanent Supportive Housing, Rapid Rehousing, and PH)	Support Services Only and Transitional Housing	Emergency Shelter	Street Outreach	Diversion/Prevention Services, Housing Navigation, and Workforce Development
HUD Verification Data Elements	0%	0%	0%	0%	0%
Project Entry Matches Services Entered into HMIS	0%	0%	0%	0%	0%
CE Assessments Entered into HMIS 72 Hours After Assessment Completed			0%	0%	0%
Coordinated Entry Assessment data for Each VI-SPDAT			0%	0%	0%
Current Living Situation data for Each VI-SPDAT			0%	0%	0%

*The Continuum of Care (CoC) Program is designed to promote communitywide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.

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Logic Model Updated 06/23/2022



Agreement Modification Request
Human Services and Justice Coordination

For budget reallocation or minor agreement language modifications.

Authorized Official:	Date of Request:
Agency Name:	Effective Date:
Program Name:	Modification Number:

A. REQUESTED MODIFICATION: Why is this change needed and what will be impacted by this change (staff, supplies, operations)? Please reference appropriate agreement section.

B. BUDGET MODIFICATION: Use chart as applicable and complete the Revised Annual Budget Form documenting the new revised budget.

Program Budget Category:	Original Contract Amount:	Amount Modified – Increase & Decrease	New Budget Amount:	Amount Expended as of Effective Date:	Modified Budget Balance:
Contract Total:					

Agency Authorized Signature:		Date:
Name & Title:		

PINELLAS COUNTY HUMAN SERVICES – OFFICE USE ONLY		
PROJECT MANAGER certifies this modification is line with the Contract Scope and Budget:		Date
Approval GRANT/CONTRACT MANAGER		Date
Approval CONTRACTS DIVISION DIRECTOR		Date
Approval HUMAN SERVICES DEPARTMENT DIRECTOR		Date

INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

The **AGENCY** shall obtain and maintain at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days of executed Agreement, the **AGENCY** shall provide the **COUNTY** with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).

No Services shall commence under this agreement unless and until the required Certificate(s) of Insurance are received and approved by the **COUNTY**. Approval by the **COUNTY** of any Certificate of Insurance does not constitute verification by the **COUNTY** that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. **COUNTY** reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the Agreement period.

If any insurance provided pursuant to the Agreement expires prior to the expiration of the Agreement, renewal Certificates of Insurance and endorsements shall be furnished by the **AGENCY** to the **COUNTY** at least thirty (30) days prior to the expiration date.

AGENCY shall also notify **COUNTY** within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said AGENCY from its insurer. Notice shall be given to: **Pinellas COUNTY Risk Management Department**, InsuranceCerts@pinellascounty.org; and nothing contained herein shall absolve AGENCY of this requirement to provide notice.

Should the **AGENCY**, at any time, not maintain the insurance coverages required herein, the **COUNTY** may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the **COUNTY** and charge the **AGENCY** for such purchase. The **COUNTY** shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the **COUNTY** to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

The **COUNTY** reserves the right, but not the duty, to review and request a copy of the **AGENCY**'s most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) The Named Insured on the Certificate of Insurance must match the entity's name that

Is signing the Agreement.

- (2) Companies issuing the insurance policy, or policies, shall have no recourse against **COUNTY** for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of the **AGENCY**.
- (3) The term "**COUNTY**", or "**Pinellas COUNTY**" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of **COUNTY** and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas **COUNTY**.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by **COUNTY** or any such future coverage, or to **COUNTY**'s Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any certificate of insurance evidencing coverage provided by a leasing company for either Workers Compensation or Commercial General Liability shall have a list of covered employees certified by the leasing company attached to the Certificate of Insurance. The **COUNTY** shall have the right, but not the obligation to determine that the **AGENCY** is only using employees named on such list to perform work for the **COUNTY**. Should employees not named be utilized by **AGENCY**, the **COUNTY**, at its option may stop work without penalty to the **COUNTY** until proof of coverage or removal of the employee by the **AGENCY** occurs, or alternatively find the **AGENCY** to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of **Pinellas COUNTY** from the **AGENCY**.
- (8) The insurance requirements for this Agreement, which shall remain in effect throughout its duration, are as follows:

(A) Workers' Compensation Insurance: Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Licensee/Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

(B) Commercial General Liability Insurance including, but not limited to, Independent AGENCY, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury. No physical abuse or sexual molestation exclusions allowed.

Limits	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

(C) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.