

21-0398-LI(SCB)
Adult Emergency Financial Assistance Program

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made as of this 12 day of Oct., 2021 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and 211 Tampa Bay Cares, Inc., (“Contractor”) (individually, “Party,” collectively, “Parties”).

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 21-0398-LI(SCB) LOI for Adult Emergency Financial Assistance Program services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. “Agreement” means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. “County Confidential Information” means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data or information referenced in the Business Associate Agreement, and any other information designated in writing by the County as County Confidential Information.

C. “Contractor Confidential Information” means any Contractor information that is designated as confidential and/or exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. “Contractor Personnel” means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. “Services” means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A (“Statement of Work”) attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage,

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computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from the Contract Manager.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at § U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on:

October 1, 2021,

and shall remain in full force and for sixty (60) months, or until termination of the Agreement, whichever occurs first.

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B. Term Extension.

The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.A.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. The County agrees to pay the Contractor the sixty (60) month not-to-exceed sum of \$2,027,948.29 for Services completed and accepted as provided in Section 15 herein if applicable, and make available a sixty (60) month not-to-exceed sum of \$7,000,000.00 for direct client assistance costs, reimbursable in accordance with

Exhibit C, attached hereto, upon submittal of an invoice as required herein.

C. Travel Expenses.

The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

D. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to (select appropriate box):

the designated person as set out in Section 18 herein;

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

6. Personnel.

A. E-Verify. The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. The County will verify the work authorization of the Contractor and Subcontractor. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a Subcontractor, the Subcontractor must provide the Contractor 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.

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If the County, Contractor, or Subcontract has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

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

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

B. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

C. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor 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 Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor 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 Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A. 1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. Contractor Default Provisions and Remedies of County.

1. **Events of Default.** Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. **Cure Provisions.** Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

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3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a "County Event of Default" hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

9. Confidential Information and Public Records.

A. County Confidential Information. Contractor shall not disclose to any third-party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor 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.

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Contractor 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 County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or 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.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Liability and Insurance.

- A. Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. Indemnification.** Contractor 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 Contractor; 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.
- C. Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor

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Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

- D. Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Director of Programs, Tim Burns or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to 211 Tampa Bay Cares, Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor 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.

B. Assignment.

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.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

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18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Brea Mullins
440 Court St.
Clearwater, FL 33756
727-464-6482

For Contractor:

Attn: John Thomas
5500 Rio Vista Dr., Suite 5500
Clearwater, FL 33760
727-366-9550

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

19. Conflict of Interest.

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor 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 Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor 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 Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

21. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

22. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

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23. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.

27. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

By and through its

Board of County Commissioners

Dave Eggus

By

October 12, 2021

211 Tampa Bay Cares, Inc.

By: Micki Thompson

Signature

Micki Thompson

Print Name

President/CEO

Title

ATTEST:

Ken Burke,
Clerk of the Circuit Court

By:

Richard Caputo

Deputy Clerk



APPROVED AS TO FORM

By: Keiah Townsend

Office of the County Attorney

EXHIBIT A

STATEMENT OF WORK

The Contractor will be responsible for screening applicants, assessing eligibility, collecting documentation for approval and disbursement of assistance, maintaining a pool of emergency financial assistance funds, properly invoicing for expenses incurred and disbursed, and recording and reporting program information and outcomes for the Adult Emergency Financial Assistance Program ("Program").

The Program will operating Monday through Friday, 7:30 a.m. - 6:00 p.m. After hours, a Contractor operator will be available to take messages or instruct clients to call back during working hours.

All call data, client data, eligibility and expense information, outcomes and measures shall be tracked, maintained, and reported as stated herein and in the Program Policies and Procedures (Exhibit E).

The County agrees to pay the Contractor the following during the term of this agreement:

- A. An amount not to exceed the fee schedule below for the term of the agreement, for staff and operational expenses for administering the Program. The Contractor shall request reimbursement from the County on a monthly basis via invoice. The invoice shall be submitted concurrently with invoices from any additional operational contracts between the Contractor and the County. All requests for reimbursement payments shall consist of a cover letter requesting payment, signed by an authorized Contractor representative and include supporting documentation including the cost of services provided, invoices, receipts and copies of time slips or pay stubs which verify delivery of the services for which reimbursement is sought.
- B. In addition to reimbursing operational expenses, the County shall make available an amount not to exceed \$1,400,000.00 per year for a total amount not to exceed \$7,000,000.00 for the term of the agreement for direct client services through the Program pool. The Contractor shall receive (or maintain, if a program continuation) three (3) months of advanced funding to begin issuing assistance payments to eligible clients. The pool advance shall be held in a separate bank account and disbursed only as set forth in the Program Policies and Procedures for direct client services. The Contractor shall submit monthly invoices with detailed backup to justify expenditures and requests for additional direct financial assistance funds for clients, in a format described in the Program Policies and Procedures. Upon reconciliation and approval of the monthly invoices, the County shall reimburse the Contractor for direct client expenditures until the entire emergency assistance pool contracted amount is reached. Contractor will then continue to submit separate invoices but will draw down against the emergency assistance pool until it is extinguished, or the term of the contract is reached. In the event funds remain in the account at the end of the contract term if not renewed or continued, the remainder shall be remitted to the County within forty-five (45) days of termination/expiration of the agreement.
- C. Program expenditures are not to exceed the following annual budget totals. At the start of each fiscal year, Contractor shall provide an updated budget breakdown for Staff and Operations expenditures for the fiscal year.

Program Expenditures	Year 1	Year 2	Year 3	Year 4	Year 5	Total 5 Year Contract
Staff and Operations	\$385,863.14	\$395,434.71	\$405,295.00	\$415,449.14	\$425,906.29	\$2,027,948.29
Annual Direct Service Fund, not to exceed	\$1,400,000.00	\$1,400,000.00	\$1,400,000.00	\$1,400,000.00	\$1,400,000.00	\$7,000,000.00

*Optional addition of a "per call taker" may be added to the agreement, upon mutual agreement by both parties through an executed amendment, at the annual cost of \$49,337.00 for the first year of use with each consecutive year having a 3% increase to the previous annual amount.

EXHIBIT A

STATEMENT OF WORK

D. Community Donations: Supplemental client funds may come through a community donation program administered by the County. These funds shall be distributed based upon eligibility criteria dictated by Departmental policies and procedures but will be available to the Contractor on a reimbursement basis only, upon receipt and approval of a monthly invoice and all supporting documentation. Contractor will be notified on a monthly basis of the amount and availability of these funds. Expenditures from this pool shall be identified, invoiced, and reported separately from the general Program pool.

E. Emergency, Disaster, or Critical Event Response.

Community partners are critical to effective community response in a disaster. Contractor must effectively prepare their organization for continuity of continued 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:

- i. In the event of an emergency, disaster, or critical event response, Contractor will work with the COUNTY, through its Human Services and Emergency Management Departments, to design a mutually agreeable response and evaluate every (30) days to ensure capacity and resources to continue the response.
 - ii. Contractor 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. A copy will be provided to the COUNTY each year prior to June 1st or otherwise upon request.
 - iii. The COUNTY agrees to support previously approved funded programs for a period of at least sixty (60) days after a disaster has been declared, provided the program agrees to address needs for disaster response and recovery efforts as directed by the COUNTY, unless otherwise indicated by a superseding authority such as state or federal government or licensing body. This period may be extended within the current contract period at the discretion of the Human Services Director.
 - iv. The COUNTY will seek to leverage the contracted skills and services of the Contractor, 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.
 - v. Cooperative plans regarding preparedness and emergency event operations will be developed and maintained by the COUNTY and Contractor 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 Contractor will discuss community impacts and decide how best to meet the community's response. Along with immediate response, Contractor 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.
 - vi. If Contractor 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.
 - vii. Contractor will track and maintain detailed operational records when activated.
- F. The following exhibits are to be used for reference in the Program, and are subject to change at the discretion of the County as the needs of the community and Program change:
- Exhibit "E" -Adult Emergency Financial Assistance Program Policies and Procedures

EXHIBIT B
INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

The **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR** to the **COUNTY** at least thirty (30) days prior to the expiration date.

CONTRACTOR 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 **CONTRACTOR** from its insurer. Notice shall be given to: **Pinellas COUNTY Risk Management Department, InsuranceCerts@pinellascounty.org**; and nothing contained herein shall absolve **CONTRACTOR** of this requirement to provide notice.

Should the **CONTRACTOR**, 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 **CONTRACTOR** 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 **CONTRACTOR**'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 **CONTRACTOR**.
- (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**.

EXHIBIT B

INSURANCE REQUIREMENTS

(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 CONTRACTOR is only using employees named on such list to perform work for the COUNTY. Should employees not named be utilized by CONTRACTOR, the COUNTY, at its option may stop work without penalty to the COUNTY until proof of coverage or removal of the employee by the CONTRACTOR occurs, or alternatively find the CONTRACTOR 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 CONTRACTOR.

(8) The insurance requirements for this Agreement, which shall remain in effect throughout its duration, are as follows:

(A) Workers' Compensation Insurance

<u>Limit</u>	Florida Statutory
Per Employee	\$500,000
Per Employee diseases	\$500,000
Policy Limit Disease	\$500,000

(B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury.

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

EXHIBIT B
INSURANCE REQUIREMENTS

(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.

(D) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

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

For acceptance of Professional 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 Professional Liability and other coverage combined.

(E) Crime/Fidelity/Financial Institution Insurance coverage shall include Clients’ Property endorsement similar or equivalent to ISO form CR 04 01, with at least minimum limits as follows:

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

(F) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT C

PAYMENT SCHEDULE

<i>Program Expenditures</i>	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>
<u><i>Staff and Operations</i></u>	\$385,863.14	\$395,434.71	\$405,295.00	\$415,449.14	\$425,906.29
<u><i>Annual Direct Service Fund, not to exceed</i></u>	\$1,400,000.00	\$1,400,000.00	\$1,400,000.00	\$1,400,000.00	\$1,400,000.00

*Optional addition of a "per call taker" may be added to the agreement, upon mutual agreement by both parties through an executed amendment, at the annual cost of \$49,337.00 for the first year of use with each consecutive year having a 3% increase to the previous annual amount.

EXHIBIT D

PAYMENT/INVOICES

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
 Pinellas County Board of County Commissioners
 P. O. Box 2438
 Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information, please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

EXHIBIT D

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

EXHIBIT D

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

SERVICES AGREEMENT**EXHIBIT E****ADULT EMERGENCY FINANCIAL ASSISTANCE POLICIES AND PROCEDURES****I. POLICY:**

The Adult Emergency Financial Assistance Program is intended to assist with basic financial emergencies by providing rapid, one-time assistance to eligible adults without minor children. These crises generally involve loss/reduction in income or loss of housing through foreclosure, condemnation, eviction, or other disaster. This program is not intended to alleviate long-term poverty.

II. REQUIREMENTS:**A. Administration**

Contractor will administer the disbursement of one-time assistance funds for adults without minor children facing a qualifying emergency need. Contractor will be responsible for screening applicants, assessing eligibility, collecting documentation for approval and the disbursement of funds. In addition, contractor is expected to maintain the pool of emergency assistance funds, properly invoice for expenses incurred and disbursed, and recording and reporting of program information and outcomes for County reporting requirements. The County will provide reimbursement of costs on a monthly basis.

B. Applicant Eligibility

Eligibility is limited to low income Pinellas County residents, aged 18 and older, and legally emancipated youth. Residents must provide documentation of citizenship residency, identification, income, assets and need. For legally married couples who seek assistance, or for roommates who share responsibility in a lease, documentation must be provided regarding each individual's identification, income, assets, and need. For all other households, each adult or emancipated youth is considered as an individual. If required documents do not exist or are unavailable, contract staff will assist the applicant in obtaining needed documents. Financial assistance can be provided to assist in obtaining documentation. A provisional amount of \$60.00 can be issued directly to a pre-qualified applicant to assist with obtaining documentation. Receipts must be submitted to account for the provisional funds prior before further assistance is issued.

In the event that sufficient documentation is provided to process assistance, but one or more pieces of identification have expired, a check for the provisional amount may be issued to the providing agency to allow the client to obtain updated identification. In this circumstance, the case may continue to be processed without the need to wait for receipts. If a receipt for identification is not received prior to case closure, contractor may submit evidence of the cashed check as proof of expenditure.

Note: Applicants who are parents of minor children, or pregnant with no other minor children, but would not normally qualify for assistance under the Family Services Initiative (FSI), or any other available program because the minor children do not reside in the same household may be eligible for assistance in this Program. If the child is in the custody of the state and the parent(s) do not have care and control, the applicant(s) would qualify for assistance. Documentation of guardianship or living arrangements is required (i.e. court documents, judgments, supervised visitation documents, injunctions). These cases will be automatically routed for a Level 3 approval request.

A. Proof of Citizenship

Applicants must be a U.S. citizen by birth, a naturalized citizen, a legal permanent resident immigrant, or a refugee or asylum seeker. Illegal aliens or persons in the U.S under any sort of temporary status, such as a student or tourist visa, do not meet citizenship requirements. A social security card may demonstrate citizenship if it meets the criteria outlined in the attached "USCIS" Cards and Codes reference document. If an individual's Social Security Card is unavailable, the following other documents are acceptable proof of citizenship

SERVICES AGREEMENT

EXHIBIT E

ADULT EMERGENCY FINANCIAL ASSISTANCE POLICIES AND PROCEDURES

Citizen by birth: Applicants must be born in any state in the U.S., Puerto Rico, U.S. Virgin Islands, Northern Mariana Islands, American Samoa, Swain's Island, Guam, or born abroad to parents who are U.S. citizens. Applicants claiming to be a U.S. citizen by birth but born outside U.S. must provide documentation (e.g. birth certificate) of citizenship status.

Naturalized citizen: A person born in another country but who has since obtained U.S. citizenship. Citizens who claim to be naturalized must provide documentation in the form of a Certificate of Naturalization or a valid U.S. passport.

Legal Permanent Resident Alien: Acceptable documentation includes a "green card," INS forms I-151 or I-551. A visa or other official United States document stamped: "Processed for I-551; temporary evidence of lawful admission for permanent residence; valid until mm-dd-yy; employment authorized," is acceptable as proof.

Refugee or Asylum Seeker: Includes applicants from Albania, Vietnam, Bosnia, Cuba, Haiti or other countries who legally reside in the U.S. as political refugees or asylum seekers. Documentation is the INS form I-94 stamped to identify the applicant as a refugee or asylum seeker.

*Note: Sponsored aliens are individuals who have been granted permanent resident status under the sponsorship of an American citizen. Sponsored aliens are not eligible for emergency financial assistance.

B. Identification

Applicants must provide two forms of identification. Proof of citizenship from Section (a) above may count as one form. An acceptable second form of identification may be:

- Social Security Card
- Pinellas County Driver's License or State Identification
- Birth Certificate
- Marriage License
- Voter Identification Card
- Veterans Administration Identification
- School Records
- Food Stamp card
- Police Identification card
- Immigration Records
- DD 214

Note: Documentation from a foreign country may be accepted as a second form of identification provided that documentation of refugee, asylum seeker, or legal permanent resident alien is also included.

C. Proof of Pinellas County Residency

Assistance may only be provided to applicants who are current residents of Pinellas County. Applicants must provide two of the following:

- Copy of current Florida Driver's License or Florida Identification card showing a Pinellas County address
- Mortgage documents, rental lease, rent receipts or letter from a landlord or property owner
- Proof of Homestead Exemption

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ADULT EMERGENCY FINANCIAL ASSISTANCE POLICIES AND PROCEDURES

- Recent water, electric, gas, telephone, cable television or other utility bill in the name of the applicant indicating a current address within Pinellas County
- Vehicle registration in the name of the applicant indicating an address within Pinellas County
- Pinellas County Voter Identification card
- Recent historical record of residence documented by another social service agency within Pinellas County. Includes Mobile Medical Unit.
- Cancelled mail from a Federal, State, County, or City agency addressed to the applicant at a Pinellas County address
- Declaration of Domicile recorded with the Pinellas County Clerk of the Circuit Court
- Current professional license indicating a home address in Pinellas County
- Record of criminal activity indicating a Pinellas County address when arrested
- Employment record indicating a home address in Pinellas County
- Bank, credit union, or similar documents indicating a home address in Pinellas County
- Letter from Pinellas County Shelter Provider stating Pinellas County residency

D. Proof of Income

- i. Income must be at or below 200% of the current Federal Poverty Guidelines.
- ii. Income consists of wages, temporary wages, self-employment, contributions, and benefits (including SNAP), either earned or non-earned, from legal sources.
- iii. Director approval is required for use of educational grants or scholarships as income. Student loans are NOT acceptable sources of income. In order to be eligible for assistance using student aid as the primary source of sustainable income, the applicant must provide documentation of a demonstrated emergency which caused a significant change in their budget for living expenses AND must have already received the student aid or completed four (4) weeks of a semester with documentation of the disbursement timeline. iv. All reported income and non-cash benefits must be documented with the most recently available 30 days pay or check stubs, employer letter, or benefits letter. Unless by exception, documentation must have been generated within 30 days prior to the submitted request.
- v. If self-employed, bank statements or self-employment records must be documented for the last three (3) months.
- vi. If back-child support is a source of income, documentation must be provided that the child is over 18 years of age or no longer living in the home. If unemployment benefits are a source of income, documentation of future employment or length of receipt of benefits must be provided.

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EXHIBIT E

ADULT EMERGENCY FINANCIAL ASSISTANCE POLICIES AND PROCEDURES

- vii. In instances where recent overtime or supplemental income may cause an applicant to be over the income limits based upon the last 30 days, but the supplemental income is not regular or dependable, income should be calculated from the year-to-date total on a paystub, divided by the number of months covered.

Federal Poverty Level Income (FPL) Guidelines for 2020:				
Persons in Household	Gross Monthly Household Income at 100% of FPL	Gross Annual Household Income at 100% of FPL	Gross Monthly Household Income at 200% of FPL	Gross Annual Household Income at 200% of FPL
1	\$1,063	\$12,760	\$2,127	\$25,520
2	\$1,437	\$17,240	\$2,873	\$34,480
3	\$1,810	\$21,720	\$3,620	\$43,440
4	\$2,183	\$26,200	\$4,367	\$52,400
5	\$2,557	\$30,680	\$5,113	\$61,360
6	\$2,930	\$33,160	\$5,860	\$70,320
7	\$3,303	\$39,640	\$6,607	\$79,280
8	\$3,677	\$44,120	\$7,353	\$88,240
Each additional person add:	\$374	\$4,480	\$746	\$8,960

E. Proof of Assets (Emergency Financial Assistance requests \$1,000.00 and above)

For requests \$1,000.00 and above, applicants must not have available liquid assets above \$1,000.00, subject to Director review. Liquid assets include the applicant's savings and checking accounts, and an entire bank statement showing the past 30 days deposits, withdrawals, and charges (or statement received within the last 30 days) for each account shall be submitted for verification. A statement from an EPPI or SSI card may be used to verify assets if no bank accounts held. Assessment of liquid assets will be included in the screening by contractor staff. Requests with assets of \$1,000.00 and above require director approval. Directors may require an applicant contribution toward the requested amount.

F. Qualifying Emergency Need

i. Items Eligible for Emergency Financial Assistance

a. Types of Assistance Available

1. Payment of overdue rent or mortgage assistance to avoid eviction or foreclosure, or payment of first month's rent for new housing (excluding deposits and additional fees).

a) *Required documentation for rent: Eviction notice or late notice listing the amount past due and a copy of lease. If landlord is an individual and not a management or leasing company, effort must be made to verify property ownership in the Pinellas County Property Appraiser database at www.pcpao.org. The search may be done by owner name or property address. A W-9 must be provided. If the applicant receives Section 8 Tenant Based Assistance, a Housing Assistance Payment Contract (HAP Contract) is required in addition to the lease agreement.*

b) *Required documentation for mortgage: Minimum 30 days past due mortgage statement and copy of payment terms and conditions from the mortgage agreement. Past due statement is not cause enough for Emergency Financial Assistance under this program, there must be*

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ADULT EMERGENCY FINANCIAL ASSISTANCE POLICIES AND PROCEDURES

another underlying emergent need to accompany this request (unforeseen medical bills, sudden loss of income, etc.)

- c) *Required documentation where a relationship exists between landlord and tenant, or where landlord and tenant share a unit: documentation of past rents paid (bank statements, cancelled checks) and/or documentation that the landlord holds the property to be a rental unit and pays taxes (tax return, documentation of rental income).*
2. Payment of overdue utility bills to prevent unhealthy living conditions or eviction. *Required documentation: copy of utility shut-off notice or late/overdue bills.*
3. Emergency transportation assistance for travel to work or appointments. *Required documentation: Paycheck/ offer of employment showing work address, medical appointment reminders.*
4. Other required work-related expenses that present unexpected hardship *Required documentation: Statement from employer showing requirement and costs for requested items.*
5. *For citizens age 62 or older: Electric and /or water assistance to prevent shut off.*
- b. **Underlying Qualifying Events:** Requests for assistance must be accompanied by an underlying qualifying event which caused the emergency financial situation. Events include:
- a) **Unexpected** household expenses that were paid by applicant- medical bills, emergency home repairs, emergency vehicle repairs, funeral expenses (Does not include travel)
 - b) **Unexpected**, sudden loss of income- loss of job, loss of benefits, loss of payer. Exclusions:
 - i. Loss of wallet is not a qualifying event, absent special circumstances, and will be automatically routed for a Level 3 approval request.
 - ii. Time-limited positions (seasonal, school-year, etc.) are expected and loss of this type of position will not qualify for assistance.
 - iii. Voluntarily leaving a position (quitting, failure to show up, fired due to voluntary circumstances) will not qualify for assistance.
 - c) Homelessness- homelessness is a qualifying underlying event for those clients eligible for deposits, see Section ii (l) below.
 - d) Victim of crime- theft of money, wallet, or other item which caused a lapse in payments and/or required funds to replace or repair a damaged belonging. Evidence of a police report or case file number is required.

ii. **Items Requiring Both Directors' Approval:**

- a. Repeat assistance requests
- b. Co-pays for unexpected medical/dental services or prescriptions
- c. Unexpected basic emergency home safety repairs
- d. Past due telephone and Internet as required for maintaining verified employment
- e. Limited car repairs
- f. Bus ticket for relocation
- g. Educational course fees or educational testing fees as required for maintaining verified employment
- h. Payments to other social service agencies for past due rent or utilities or deposits for rent.
- i. Payments to Assisted Living Facilities for past due rent or utilities or deposits for rent.
- j. Payment to a landlord or utility company for the same residence and expense for a *different* time period by a different, otherwise eligible, applicant such as a

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ADULT EMERGENCY FINANCIAL ASSISTANCE POLICIES AND PROCEDURES

roommate.

- k. **Critical Health and Safety Needs-** The Adult Emergency Financial Assistance Program structure may be used to provide expedited assistance in the event of an emergent situation to address critical health and safety needs in Pinellas County.
- l. Rental application fee in conjunction with rental and/or utility deposit
- m. **Rent/Utility Deposits** - Processed as an exception requiring Directors' approval for limited situations with supporting documentation in the following instances, (Requests under \$1,000 do not require director approval.):
 - 1. **Disabled Applicants**
 - 2. **Senior Applicants (age 62 or over) whose landlord will not renew the lease or who must relocate due to increased rent.**
 - 3. **Veteran Applicants**
 - 4. Section 8 Housing Access (Must provide proof of housing voucher and need.)
 - 5. **Other Emergency Situations**
 - 6. **LIFT:**
 - a) Partnering Homeless Shelter referrals- Referral is made by trained community partners to aid in overcoming financial barriers impeding progress towards self-sufficiency. Eligible clients must demonstrate proof of income and proof of savings in the amount of first month's rent and last month's rent, if applicable. Requests for one month's rent as a deposit and/or utility deposits may be accepted from designated pilot project partners for consideration. Reasonable administrative or application fees will be considered not to exceed \$150 per applicant Applicants must be currently engaged in services and determined to be self-sufficient based on case progress, employment/income, and current progress in financial literacy. The pilot is intended to aid in overcoming savings barriers encountered by clients to motivate and encourage successful completion and transition from shelter. VI-SPDAT scores are mandatory to receive AEFAP LIFT assistance.
 - b) Certified Domestic Violence Center Providers-
 - i. The DV center providers will be responsible for working with each client to collect, verify, and maintain eligibility paperwork. The DV center will obtain the informed, written, and reasonably time-limited consent from each client who elects to participate in this program, including specific consent for the DV center to provide contractor with the client's name to pay the utility companies if necessary. The consent will include a statement that contractor will not store and will destroy or redact any documents that include the client's name once payment is completed.
 - ii. When the required documentation is collected, the DV center will assign to each client a unique identifying case number and submit the client's eligibility paperwork in redacted form to contractor. The DV center will redact ALL identifying information and hand-deliver the redacted paper file to contractor in a sealed envelope labeled "Confidential- AEFAP Lift" for approval and payment. The DV center will keep unredacted records in the client's confidential file for all submitted cases.
 - iii. Contractor will complete an AEFAP Document Checklist to verify that each required piece of documentation is present. Acceptable base demographic information will be entered into a database. Contractor will not enter into TBIN any individually identifiable information, and this process is solely for the purpose of tracking funds and issuing payments. Each client will be automatically assigned a TBIN identification number. The first name shall be entered into TBIN as the DV center name (CASA

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or HAVEN) and the last name shall be the unique client identifier assigned by the DV center. All rent checks will be issued in the landlord's name with only the unique identifier listed in the memo section. It will be the responsibility of the DV center to pick up a landlord check from the contractor and deliver it to the landlord on behalf of the client. The contractor will pay the utility bills online on behalf of the client using the corporate credit card(s). The contractor will destroy or redact any identifiable information from receipts or emails obtained from online utility payments.

- iv. The contractor will submit the AEFAP Document Checklist with the TBIN ID and unique identifying number clearly marked along with a record showing the amount of funds drawn to Pinellas County Human Services in order to receive reimbursement with the monthly invoice.
- v. The DV center will be responsible for maintaining the client file with the corresponding case number for program validation. As a funder, Pinellas County Human Services may be required to validate claims by meeting with the DV center provider and verifying that the supporting documentation is available and maintained in accordance with these established procedures.
- c) Required documentation for rent and rental deposits: A **minimum 7 month** lease and a W9 from the landlord are required for all rental deposit and assistance requests. If an executed lease is unavailable, a draft of the proposed lease, with the client's name and the specific residence listed may be submitted, or the landlord may complete the preapproval letter attached to this manual. If landlord is an individual and not a management or leasing company, effort must be made to verify property ownership in the Pinellas County Property Appraiser database at www.pcpao.org. The search may be done by owner name or property address. A W-9 must be provided. If the applicant receives Section 8 Tenant-Based Assistance, a Housing Assistance Payment Contract (HAP Contract), or documentation of amount to be covered by the voucher and a landlord preapproval form confirming acceptance of voucher as payment, is required in addition to the lease agreement. All rent and utility deposits will be made in the client's name and will be held by the landlord in trust pursuant to standard landlord/tenant law. Any deposits will be returned to the client upon termination of the lease in accordance with landlord/tenant law for further use in establishing new residence. If a landlord refuses to accept assistance from the program on behalf of the client, the case will be closed with no payments issued.

iii. **Items Ineligible for Emergency Financial Assistance**

- a. Legal fees or any expenses related to criminal activity including court costs, citations, restitution, child support, or alimony
- b. Telephone and Internet **not** required for maintaining verified employment
- c. Cable TV
- d. Moving Expenses
- e. Alcohol, tobacco, firearms or lottery tickets
- f. Expenses related to immigration or returning to country of origin
- g. Gift Cards
- h. Insurance premiums
- i. Money orders
- j. Any transaction at a financial institution using a purchasing card (i.e., ATM)
- k. Property taxes

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- I. Payment to a landlord or utility company for the same residence, same expense, and *same* time period, by a different, otherwise eligible, applicant such as a roommate.

- iv. **Pinellas County Care Fund (www.pinellascounty.org/donate)**
Funds distributed under the guidelines of the Pinellas County Care Fund will be tracked and billed separately from core Emergency Financial Assistance.
 - a. Payment of overdue utility bills to prevent unhealthy living conditions or eviction. *Required documentation: copy of utility shut-off notice or late/overdue bills.*
 - b. Emergency transportation assistance for travel to work or appointments. *Required documentation: Paycheck/ offer of employment showing work address, medical appointment reminders.*
 - c. Other required work-related expenses that present unexpected hardship *Required documentation: Statement from employer showing requirement and costs for requested items.*

G. Quality Review

Human Services will perform random quality assurance reviews of applicant screening and documentation entered the database. Quality review will include documentation and information received and recorded by the contractor and may be evaluated against available data and information sources for accuracy. The quality review will be conducted following closure of a case or in advance of funding approval for larger requests \$1000.00 and above. In the event of verified false statements provided to the contractor or the County, the request will be denied, and the applicant will become ineligible for future assistance through the program.

2. Duration / Amount of Assistance

Individuals may **not** receive emergency financial assistance more than one time in a twelve-month period. In addition, an individual may only receive assistance from either AEFAP, or the AEFAP

Lift program, but not both in a twelve-month period. The maximum amount of assistance available to an individual in a twelve-month period is \$4,000.00. Requests for multiple types of assistance should be bundled when appropriate, taking into account the immediate health and safety needs of the applicant. When necessary, urgent items should be paid immediately upon receiving sufficient documentation (immediate health/safety needs, utility shut-offs, evictions) while items which may take longer to complete may be submitted separately. The Directors' approval process would continue to apply to items and bundles \$1,000.00 and above.

Exceptions may be approved at the Director level on a case-by-case basis. The amount of assistance will vary depending on the unique characteristics of the individual's crisis situation.

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III. PROCEDURES:**A. Program Implementation****A. Contractor Capabilities**

The Adult Emergency Financial Assistance Program will be administered through an agreement with the contractor. The Program is designed to prevent homelessness and assist eligible adults with basic financial emergencies. Staff will be available for intakes Monday through Friday from 7:30am to 6:00pm. If a holiday falls on a weekday, the program will operate the same hours, but with single shift coverage by staff.

Contractor will maintain screening and eligibility information within a designated database for review and audit by the County. Contractor will maintain a full, separate accounting of all dispersed funds associated with each instance of assistance. All dispersed funds will be reconciled to contractor bank statements on a monthly basis or as required by the County.

B. Initial Screening

When an individual contacts contractor for emergency financial assistance, contractor call center specialists will conduct a brief interview to assess the client's needs. (Note: contractor staff is trained on the Agency's conflict of interest policy which prohibits staff from assisting family or friends.) The information provided by an applicant may be evaluated for accuracy. Any false information provided or multiple inconsistencies in documentation may cause your request to be denied or make you ineligible for future assistance. If approved, please understand the assistance is only offered once every 12 months.

Contractor staff will obtain demographic information, documentation required to determine eligibility, details on the emergency need, amount of request, vendor details, payment method, and other information and enter this information into Fund Manager. Contractor staff screens for veteran status and refers eligible veterans to the Veterans Families (SSVF) program operated by the Society of St. Vincent de Paul of South Pinellas or to Pinellas County Veterans Services. Contractor staff also screens for employment assistance and public assistance, and provides information to the caller about Career Source Pinellas and DCF ACCESS. At the discretion of either Executive Director, a request for assistance by an eligible employee of contractor, the County or a partnering agency may be elevated to a level 3 request regardless of dollar amount to prevent any actual or perceived conflict of interest in serving the applicant.

Alternatives are explored to address longer-term concerns and connection to other community resources is provided and documented. Contractor will coordinate with Human Services to provide direct connection to County programs and services as appropriate.

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C. Eligibility Verification

Contractor staff is responsible for ensuring all documentation necessary for verification, processing, and approval of request is collected. Failure of an applicant to provide any information or additional contact within seven (7) days of the initial request may result in closure of the pending case. Cases with continued contact and document submission by an applicant will remain in pending status.

Contractor staff will screen each applicant for sustainability. Applicants that are deemed to be unsustainable following receipt of assistance will be denied assistance.

Contractor staff is responsible for obtaining and scanning all documentation into Fund Manager to verify citizenship, residency, income, identification, qualifying emergency event, and need **prior** to submitting any request for payment for eligible items. All approvals and denials are recorded in Fund Manager.

Contractor staff is responsible for sending the landlord verification form directly to the landlord for completion for deposit cases, and is responsible for training LIFT partners to ensure the form is given directly to landlords and not to clients to complete.

D. Approvals

All requests for approval are handled within one (1) business day once all required documentation is received and eligibility is confirmed. Requests for assistance from \$0.01 to \$299.99 are entered into the database and paid online or by check. Requests for assistance from \$300.00 to \$999.99 are reviewed by the contracted program supervisor or a designated manager for approval or denial. Requests for assistance \$1,000.00 and above are transmitted electronically to the Executive Director and Pinellas County Human Services Director or designee for joint approval when all other eligibility documentation has been submitted.

If a request is DENIED, contracted staff will contact the applicant directly within 2 business days and notify them of the reason for denial and provide other referrals or resources, as available.

E. Use of Encryption

- i. Emails containing personal identifiable information (PII), personal health information (PHI), or other sensitive information about a client or caller should be encrypted prior to be sent to any and all receivers.
- ii. Emails should be encrypted to the recipient when the following items are included: personal identifiable information: client names, social security numbers or cards, dates of birth, gender, zip codes,
- iii. Personal Health Information: medication, diagnostic, treatment, or disease identification. Sensitive Information: case or call details, names of minors, income information, leases, utility bills, bank statements, addresses, phone numbers, or email addresses.

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F. Appeals and Concerns

- i. Program Criteria: Appeals or concerns with program criteria shall be addressed to the County. Upon receipt of a concern, contractor shall issue a letter to the applicant directing them to contact the Pinellas County Human Services Financial Assistance Contract Manager.
- ii. Fraudulent Concerns:
 - a. Quality Assurance Review: Human Services will perform quality assurance on a random sampling of participants. If any participants are found to have committed fraud in obtaining financial assistance from the County, the County will notify contractor.
 - b. Contractor Review: If, in the exercise of their contractual responsibilities, contractor becomes aware of a fraudulent case, contractor shall notify the County as soon as possible.
 - c. Upon discovery of a fraudulent case, the participant will be flagged and prohibited from further assistance through the AEFAP Program. Contractor shall notify the participant in writing of the finding, request reimbursement of any funds received in a fraudulent manner, and notify the participant of their future ineligibility for AEFAP services.
 - d. Following notification to the client by contractor, Pinellas County may provide written notification to the participant of the findings and their subsequent ineligibility for all Human Services programs.
- iii. Fraud Rebuttal: Appeals or concerns with a disqualification due to a finding of fraud shall be addressed to the County. Upon receipt of a concern, contractor shall issue a letter to the applicant directing them to contact the Pinellas County Human Services Financial Assistance Contract Manager .
- iv. Eligibility Determination: Appeals or concerns regarding the eligibility determination of an applicant shall be submitted to the Exceptions Committee and are subject to Directors' review. All decisions of the Exceptions Committee are final.
- v. Stop Check Fee: If a check has not been cashed for a period exceeding 90 days, contractor shall make attempts to contact the payee, and may issue a stop-check order through the bank at a fee of \$17 per check to be reimbursed through the program.

G. Conflict of Interest

- i. Any individual homeowner, property manager, or landlord, who is also employed by or affiliated with Pinellas County Human Services or a Human Services contracted Provider Organization which works with vulnerable populations through a program designed to assist such populations, is prohibited from receiving payment directly or indirectly from the sale or rental of real property, personal property, or personal services, from participants in the subject program. This does not include registered non-profit organizations that serve as owners, property managers, or landlords for low-income or homeless housing. ii. This section does not preclude an employee or affiliated individual who is otherwise eligible as a *client* for this program from receiving assistance, in accordance with all other policies, procedures and section 112.313(6) Florida Statutes.

B. Payment Process

Online payments of **approved** items are made directly to the vendor using purchasing cards, check, and/or electronic payment methods. In rare instances, a restricted debit card may be provided directly to the client for the approved amount. All cards should be time limited and must be returned to

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contractor with receipts within seven days.

A. Accountability

Contractor staff is responsible for tracking and reporting call center data, client demographic, eligibility and expenditure data, performance measures and outcomes. Most of this information will be reported from designated database. Human Services will have direct access to the database for ad-hoc reports as needed. Follow up telephonic surveys will be conducted with a 10% sample of individuals to assess program impact and selected outcomes over time. These surveys are conducted at one- and three-month intervals after assistance is received.

Contractor will request reimbursement from the County on a monthly basis for staff and operational expenses. This invoice will be submitted concurrently with invoices from any other operations contracts between contractor and the County by the fifteenth (15th) of the month for the prior month's expenses****. All requests for reimbursement will consist of a cover letter signed by an

authorized Agency representative and will include supporting documentation including invoices, receipts, pay stubs, training logs and any other documentation to verify the expenditures. Invoices are reviewed and reconciled by Human Services prior to approval for payment.

Funding for the direct client services emergency assistance pool will be advanced to contractor and will be held in a separate bank account. A separate invoice will be submitted for the emergency assistance pool, and will consist of a cover letter signed by an authorized Agency representative, supporting documentation with detailed client specific data and receipts to justify eligibility and expenditures and any repeat requests, a copy of the monthly bank account statement for the bank account in which the pool is held, and a report of the director-approved exception expenditures for the month. Client specific backup documentation may be submitted electronically on a CD/DVD. **Specifically for rent requests:** in addition to the proof of emergency need and copy of a lease, contractor will also submit a copy of the vendor's W-9 form and the cancelled check signed by the vendor with the monthly invoice for reconciliation. The name on the W-9 MUST match the name on the cancelled check. For any Director-approved payments, an email of each Director's approval shall be attached to the client backup documentation. Any supporting documentation submitted by a client MUST have the client's name visible on the document.

Upon reconciliation and approval of the monthly invoice for the direct client services emergency assistance pool, the County will reimburse contractor for expenditures until the entire emergency assistance pool contracted amount is reached. Contractor will then continue to submit separate monthly invoices but will draw down against the emergency assistance pool until it is extinguished or the term of the contract is reached. In the event that funds remain in the emergency assistance pool at the end of the contract term, the remainder shall be remitted to the County no later than thirty days beyond the end of the contract term.