

AGREEMENT

23-0509-RFP

This Agreement (the “agreement” or “contract”) is entered into on the date last executed below (“Effective Date”), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 (“COUNTY”) and CDR Maguire, Inc. whose primary address is 11740 SW 80th Street, Suite 102, Miami, Florida 33183 (hereinafter “CONTRACTOR”) (jointly, the “Parties”).

NOW THEREFORE, the Parties agree as follows:

A. Documents Comprising Agreement

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
 - a. This Agreement
 - b. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 6/14/2023, posted at <https://pinellas.gov/county-standard-terms-conditions/>
 - c. Solicitation Section 4, Titled Special Conditions - <https://procurement.opengov.com/governments/72715/projects/38923/builder?section=318080>
 - d. Solicitation Section 5, Titled Insurance Requirements - <https://procurement.opengov.com/governments/72715/projects/38923/builder?section=318080>
 - e. Scope of Work – Exhibit C
 - f. Pricing Proposal – Exhibit D
 - g. Fema Grant Forms - Exhibit E
2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

B. Term

1. The initial term of this Agreement is for 36 months from the Effective Date. At the end of the initial term of this contract, this Agreement may be extended for one (1) additional, twenty-four (24) month period(s), or such other renewal terms agreed to by the Parties.

C. Pricing & Expenditures Cap

1. Payment and pricing terms for the initial term are subject to the cost or fee schedule in Exhibit D attached hereto. Notwithstanding the above, County expenditures under the Agreement will not exceed **\$1,518,000.00** for the Contract term without a written amendment to this Agreement.

D. Entire Agreement

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For Contractor: CDR Maguire, Inc.

Signature:

Print Name and Title:

Date:

For County: Board of County Commissioners

Signature:

Print Name and Title:

Date:

Statement of Work: GROUP 1 Primary Emergency Shelter Staff Services

| | |
|-----------------------|--|
| CONTRACTOR: | CDR, Maguire, Inc. |
| Program Name: | Primary Emergency Management Shelter Staff |
| Priority Area: | Social Services |
| Agreement Term: | Three (3) years from date of execution with one (1) 24-month option to renew |
| Compensation: | See Fee Schedule, not to exceed \$506,000.00 annually. |
| Target Population: | General population disaster shelters |
| Type of Intervention: | Emergency shelter operation support |

A. Staff and Services**I. STAFF & QUALIFICATIONS**

1. **CONTRACTOR** will ensure that key shelter staff are appropriately credentialed for Federal Emergency Management Contractor (FEMA) response and have completed National Incident Management System (NIMS) programs to include IS-100.c, 200.c, and 700.b, and 800.d.
2. **CONTRACTOR** will ensure that background checks are performed on shelter staff.
3. **CONTRACTOR** will provide a dedicated point of contact to serve as a liaison with the COUNTY throughout the year, to support information sharing and ongoing training and activation updates.
4. **CONTRACTOR** will maintain a minimum of 300 shelter support staff on reserve to activate in support of this Agreement.
5. **CONTRACTOR** will work with COUNTY to redistribute/refresh staff as necessary for a longer-term emergency response but warrants that the provision of staff will be able to be maintained for up to three (3) months, if needed.

II. ACTIVATION/RESPONSE TIME

1. This Agreement is for services on as-needed basis, services will only be ordered for and during periods of limited duration, to be ordered/activated in the event of a disaster or state of emergency to provide emergency staff support. **CONTRACTOR** shall be the primary contractor to be contacted by the **COUNTY**.
2. **CONTRACTOR** agrees to prioritize serving the COUNTY upon receipt of a Notice to Proceed (NTP). As such, **CONTRACTOR** agrees not to enter into agreements which could redirect staff allocated to serve in Pinellas County to a neighboring areas

(Hillsborough, Manatee, Pasco, Sarasota), without the express written permission of the **COUNTY** or demonstration by the **CONTRACTOR** of sufficient resource availability such that additional contracts will not impact the ability to serve the **COUNTY**.

3. **CONTRACTOR** will mobilize and deploy key project staff immediately upon receipt of a notice to proceed (NTP) from the **COUNTY** including:
 - i. **CONTRACTOR** shelter leads within twenty-four (24) hours of a NTP, or sooner if necessary.
 - ii. Shelter Support Staff will deploy as soon as available, but no later than the following timeframes :
 - a) 60 within twenty-four (24) hours of NTP
 - b) Additional 30 within forty-eight (48) hours of NTP
 - c) Additional 60-90 within seventy-two (72) hours of NTP
3. The **COUNTY** will work to notify **CONTRACTOR** of the NTP as soon as practicable. Given the uncertain nature of emergency events, as emergency response winds down, the **COUNTY** will provide 24-hour notice for any reduction of staff under this agreement. The **COUNTY** will work with the **CONTRACTOR** to connect them with other impacted partners so that responding staff can be redirected, as appropriate.

III. SERVICES & PROCEDURES

1. **CONTRACTOR** will provide emergency shelter staff support services for general population disaster shelters. At a minimum, these services include but are not limited to:
 - i. Dorm management
 - ii. Meal distribution
 - iii. Client intake
 - iv. Demobilization of shelter(s)
 - v. Resource distribution
2. **CONTRACTOR** will provide staff capable of serving in alternating 12-hour shifts to provide 24-hour coverage. Schedules will be determined by the shelter manager and/or county staff to best meet the needs of each shelter.
3. **CONTRACTOR** is responsible for ensuring staff arrive at the designated site(s) within the above identified time frame, including covering the cost of transportation. Additionally, **CONTRACTOR** is responsible for ensuring the availability of transportation of staff between work sites and/or between places of lodging and work sites.
4. **CONTRACTOR** will provide lodging for all staff when shelter lodging is unavailable.
5. Upon arrival to disaster shelter(s), **CONTRACTOR** shelter staff will participate in training and orientation for the following, as available and required:

- i. Badging/credentialing
 - ii. Health/safety and shelter training protocols
 - iii. Scheduling/shifts
 - iv. Applicant intake procedures
 - v. Incident reporting
 - vi. Timekeeping procedures
6. **CONTRACTOR** will coordinate with existing shelter staff from Pinellas County Sheriff's Office (PCSO), Emergency Medical Services (EMS), Emergency Management (EM), Human Services (HS), Pinellas County School Board (PCSB), and other key partners.
7. **CONTRACTOR** agrees to use Pinellas County Shelter Software.

CONTRACTOR will ensure all responding staff complete FEMA Activity Logs (ICS 214) for hours worked.

B. Objectives, and Deliverables

I. MEETINGS, REPORTING & MONITORING

1. Weekly Data Reporting

- a. **CONTRACTOR** will submit regular reports to the **COUNTY**, which may include complete ICS 214 forms, information about the number of services provided, clients served, and staffing information.
- b. The **COUNTY** reserves the right to amend these reporting elements, performance measures, or reports as necessary to ensure that the overall programmatic purpose is demonstrated, quantified, and achieved. The report formats shall be prescribed and provided by the **COUNTY**.

2. Planning Meetings

- a. Identified leadership from the **CONTRACTOR** will participate in planning and contractual meetings with the **COUNTY** as required, throughout the year.
- b. Upon monitoring of any event by the **COUNTY**, **CONTRACTOR** will meet with **COUNTY** either virtually or in-person to discuss preparation for potential activation. Frequency and type of additional meetings needed for emergency response will be identified at this time.

3. Monitoring and Audit

- a. **CONTRACTOR** will comply with **COUNTY** and departmental policies and procedures.
- b. **CONTRACTOR** will cooperate in programmatic monitoring including, but not limited to, review of staff, fiscal and client records, programmatic documents, and will provide related information at any reasonable time.
- c. **CONTRACTOR** will submit other reports and information in such formats and at such times as may be prescribed by the **COUNTY**.
- d. **CONTRACTOR** will submit reports on any monitoring of the program funded in

whole or in part by the **COUNTY** that are conducted by federal, state or local governmental agencies or other funders within ten (10) days of the **CONTRACTOR's** receipt of the monitoring report.

- e. If the **CONTRACTOR** receives licensing and accreditation reviews, each review will be submitted to the **COUNTY** within ten (10) days of receipt by the **CONTRACTOR**.
- f. All monitoring reports will be as detailed as may be reasonably requested by the **COUNTY** and will be deemed incomplete if not satisfactory to the **COUNTY** as determined in its sole reasonable discretion. Reports will contain the information or be in the format as may be requested by the **COUNTY**. If approved by the **COUNTY**, the **COUNTY** will accept a report from another monitoring Contractor in lieu of reports customarily required by the **COUNTY**.
- g. **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, the **COUNTY** reserves the right to examine and/or audit such records.

II. ADDITIONAL TERMS AND CONDITIONS

1. Invoices

- a. All requests for reimbursement payments must be submitted on a monthly basis (unless otherwise requested by Human Services) and shall consist of an invoice for the monthly amount, signed by an authorized **CONTRACTOR** representative, and accompanied by the documentation including the cost of services provided, invoices, receipts, and/or copies of time slips or pay stubs which verify the services for which reimbursement is sought, as applicable and required by **COUNTY**. FEMA or the State Division of Emergency Management may request additional information above and beyond the information that the **COUNTY** is requesting (Attachment 1).
- b. Invoices shall be sent electronically to the Contract Manager on a monthly basis within thirty (30) days of the end of each month. Invoicing due dates may be shortened as necessary to meet fiscal year deadlines or grant requirements.
- c. **COUNTY** shall not reimburse the **CONTRACTOR** for any expenditures in excess of the amount budgeted without prior approval or notification.
- d. **COUNTY** shall reimburse to the **CONTRACTOR** in accordance with the Florida Prompt Payment Act upon receipt of invoice and required documentation. When the required documentation and/or reports are incomplete or untimely, the **COUNTY** may withhold payment until such time as the **COUNTY** accepts the remedied documentation and/or reports.

- e. Any funds used in conjunction with travel must be made in accordance with Florida Statute 112.061 or other policies as may be approved by Pinellas County Human Services in advance of travel.
 - f. Any funds expended in violation of this Agreement or in violation of appropriate Federal, State, and County requirements shall be refunded in full to the **COUNTY**. If this Agreement is still in force, future payments may be withheld by the **COUNTY**.
 - g. **CONTRACTOR** shall track program income generated from services provided under this Agreement and provide a report on program income to the **COUNTY** with each invoice submission. **CONTRACTOR** shall reinvest the program income into the program as approved by the **COUNTY** and/or deduct the program income from reimbursement requests. **CONTRACTOR** shall provide **COUNTY** with program income policy as applicable.
 - h. **CONTRACTOR** will work to fill all positions within 30 days of program start up and will work to fill any vacancy throughout the contract term within 30 days of staff departure. Any failure to fill a vacant position within 30 days may lead to a prorated reduction in the monthly contract reimbursement amount based upon the position salary, at the sole discretion of the Human Services Director or his/her designee, until such time that the position is refilled.
2. Agreement Terms and Conditions
- a. Personnel.
 - i. Qualified Personnel. The **CONTRACTOR** agrees that each person performing Services in connection with this Agreement shall have the required licensure and qualifications and shall fulfill the requirements set forth in this Agreement. The **CONTRACTOR** shall maintain such documentation on file for audit by the **COUNTY** during the term of this agreement and for a period of at least five (5) years after final payment is made.
 - ii. Prior to commencing Services pursuant to the Agreement, the **CONTRACTOR** shall provide the names and qualifications of the **CONTRACTOR** personnel funded through this Agreement or directly operating or overseeing services or programs funded through this Agreement and direct supervisors of such personnel.
 - iii. The **CONTRACTOR** shall, at its earliest opportunity and in no event later than three (3) business days following a change, submit written notification by email to their Contract Manager if any of the following positions are to be changed and identify the individual and qualifications of the successor or plan to recruit a successor:
 - 1. Chief Executive Officer (CEO)
 - 2. Chief Operations Officer (COO)

3. Chief Financial Officer (CFO)
 4. Chief Information Technology Officer (CITO) or
 5. Any other equivalent position within the CONTRACTOR'S Organizational chart
 6. Integral personnel funded through this Agreement or directly operating or overseeing services or programs funded through this Agreement, and direct supervisors of such personnel
- iv. 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 the **CONTRACTOR** in writing in the event the **COUNTY** requires such action. The **CONTRACTOR** shall accomplish any such removal promptly after receipt of notice from the **COUNTY**. In situations where individual **CONTRACTOR** Personnel are prohibited by applicable law from providing Services, removal and replacement of such **CONTRACTOR** Personnel shall be immediate.
- b. HIPAA.
- i. **CONTRACTOR** understands and agrees that the **COUNTY**, as a political subdivision of the State of Florida, is a governmental entity that provides for health and welfare programs (Fla Stat. 125.01) and that the **COUNTY** is a Covered Entity as a payor of health care as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 45 CFR 160.103.
 - ii. **CONTRACTOR** (Business Associate) agrees to use and disclose Protected Health Information in compliance with the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and the **CONTRACTOR** shall disclose any policies, rules or regulations enforcing these provisions upon request.
 - iii. **CONTRACTOR** (Business Associate) agrees to execute a HIPAA Business Associate Agreement upon execution of this Agreement with the **COUNTY** (Covered Entity).
 - iv. The **CONTRACTOR** shall develop Data Sharing Agreements and/or Business Associate Agreements with local behavioral health providers, as necessary, to facilitate the exchange of health information and coordinate client care.
 - v. As appropriate, **CONTRACTOR** shall ensure that clients complete releases of information (ROI) upon program enrollment. The **CONTRACTOR** shall use and promote the use of a standard, community-wide Patient

Authorization for Disclosure of Health Information - Multiparty Release of Information Form, upon request. The release covers general medical as well as Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), psychiatric, psychological, and substance abuse information from the medical record(s) in accordance with Florida Statutes 394.459, 381.004, 395.3025, and 90.503; 42 CFR, Part 2; and the Health Insurance Portability and Accountability act of 1996 (HIPAA) 45 CFR parts 160 and 164.

c. Business Practices and Documentation.

- i. **CONTRACTOR** shall utilize financial procedures in accordance with generally accepted accounting procedures and Florida Statutes, including adequate supporting documents, to account for the use of funds provided by the **COUNTY**.
- ii. **CONTRACTOR** shall provide an independent audit to the **COUNTY** if so requested by the **COUNTY**.
- iii. **CONTRACTOR** shall maintain and provide the following documents upon request by the **COUNTY** within three (3) business days of receiving the request, as applicable:
 1. Articles of Incorporation
 2. **CONTRACTOR** By-Laws
 3. Past twelve (12) months of financial statements and receipts
 4. Membership list of governing board
 5. All legally required licenses
 6. Latest **CONTRACTOR** financial audit and management letter
 7. Biographical data on the **CONTRACTOR** chief executive and program director
 8. Equal Employment Opportunity Program
 9. Inventory system – (equipment records)
 10. IRS Status Certification/501 (c) (3)
 11. Current job descriptions for staff positions and **CONTRACTOR** Organizational Chart
 12. Match documentation

d. Termination.

- i. The **COUNTY** shall provide 24 hours' notice of cancellation of any active deployment under this agreement. If invoked, the Agreement will remain in place for any future activations unless otherwise terminated in accordance with this section.
- ii. The **COUNTY** may cancel this Agreement without cause by giving thirty (30) days prior notice to the other party in writing of the intention to cancel.
- iii. Failure of the **CONTRACTOR** to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement. Where the **COUNTY** determines that a material breach can be corrected,

the **CONTRACTOR** shall be given 24-48 hours to cure said breach. If the **CONTRACTOR** fails to cure, or if the breach is of the nature that the **COUNTY** has determined cannot be corrected, or that the harm caused cannot be undone, the **COUNTY** may immediately terminate this Agreement, with cause, upon notice in writing to the **CONTRACTOR**.

- iv. In the event sufficient budgeted funds are not available for a new fiscal period or are otherwise encumbered, the **COUNTY** shall notify the **CONTRACTOR** of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the **COUNTY**.
- v. In the event the **CONTRACTOR** uses any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, the **CONTRACTOR** shall repay such amount and, at the option of the **COUNTY**, be deemed to have waived the privilege of receiving additional funds under this Agreement.

e. Amendment/Modification.

In addition to applicable federal, state and local statutes and regulations, this Agreement expresses the entire understanding of the parties concerning the matters covered herein. Unless specifically indicated herein, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved by the parties. Budget or operational modifications that do not result in an increase of funding, change the underlying public purpose of this Agreement or otherwise amend the terms of this Agreement shall be submitted in the format prescribed and provided by the **COUNTY** which is attached hereto and incorporated herein as Attachment

Attachment 1 – Documentation to Support Cost Reimbursement

LABOR

- Name and job title of each claimed personnel
- Time sheet and/or emergency daily log for each claimed personnel for the payroll period
- Regular and overtime hourly rates, which are inclusive of travel and incidentals, shall be consistent with the agency's submitted fee schedule for RFP No. 23-0509-RFP.
- Rosters of working personnel with assignments; roster should indicate personnel assigned to the incident, if applicable

EQUIPMENT

- Include the name of the vehicle operator
- Type of equipment, include year, make, and model
- Miles or hours of actual use during response identified; fuel cost for vehicles and equipment is considered covered within the mileage/hourly rate and is not a separate (additional) reimbursement
- Beginning and ending odometer / hour readings on vehicles and equipment must be recorded

CONTRACTS & MATERIALS

- Copy of all invoices and/or receipts with dates, good received, and location of service
- Memo as necessary to explain certain expenditures such as meals for the team or grocery items to be self-sustained
- Proof of payment from department to the vendor or credit card company
- If repair of equipment or tires is necessary, provide memo explaining how it was attributed to the response and not routine maintenance / wear and tear

STOCKPILE

- Type of supplies and quantities uses, with support documentation such as daily logs
- Inventory records

RFP #23-0509-RFP

Title: Emergency Management Shelter Staff and Clinical/Behavioral Health Staff Support Services

ATTACHMENT 2 IS A PDF AND WILL BE INSERTED WHEN FILE IS SA IS PDF'D

(Unable to convert Attachment 2 to WORD as it is a fillable document)