

## HUMAN SERVICES FUNDING AGREEMENT

THIS AGREEMENT (Agreement), effective upon the date executed below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**COUNTY**," and **PINELLAS COUNTY HOMELESS LEADERSHIP BOARD, INC.**, a non-profit Florida corporation and quasi-government agency organized under Title 24, Part 578 Code of Federal Regulations, whose address is 647 1<sup>st</sup> Ave. N, St. Petersburg, FL 33701, hereinafter called the "**AGENCY**."

### WITNESSETH:

WHEREAS, the **COUNTY** has determined that **AGENCY** provides a critical service for the citizens of Pinellas County through its coordination and leadership of homeless services, shelter, and housing; and

WHEREAS, the **COUNTY** has determined that **AGENCY** has proven its dedication and efficiency in coordinating programs that benefit the homeless; and

WHEREAS, the **COUNTY** is committed to supporting programs that seek to prevent and remedy the causes of homelessness and move individuals and families from homelessness into permanent housing; and

WHEREAS, the **AGENCY** has represented that it is able and willing to provide the services described herein; and

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

**1. Scope of Services.**

The **AGENCY** shall utilize **COUNTY** funds to initiate and maintain a diversion program for homeless families and individuals. Funding will provide for two (2) Master's-level Diversion Case Managers. One Case Manager shall initially be stationed at Safe Harbor and one shall serve in a mobile capacity in the county working with individuals and families. Adjustments to

location and service methods may be adjusted by mutual written agreement of the parties without the need to further amend this agreement. In addition to case management, **AGENCY** shall maintain a pool of flexible funding for related client assistance, to include: provision of financial, utility, and/or rental assistance, Traveler's Aid if otherwise unavailable in the community, and other urgent basic need or assistance items which will aid in achieving stability for client households. Efforts shall be made to utilize currently available community resources when possible.

**2. Term of Agreement.**

The services of the **AGENCY** shall commence on October 1, 2018 and the agreement shall expire on September 30, 2019.

**3. Compensation.**

a) The **COUNTY** agrees to pay the **AGENCY** an amount not to exceed ONE HUNDRED THIRTY FOUR THOUSAND DOLLARS and NO/100 (\$134,000.00) per fiscal year for the services described in Section 1 of this Agreement.

b) All requests for reimbursement payments must be submitted on a monthly basis and shall consist of an invoice for the quarterly amount, signed by an authorized **AGENCY** representative, and accompanied by receipts, timecards or other documentation of expenditures, as determined necessary by the **COUNTY** Contract Manager. Invoices shall be sent electronically to the Contract Manager on a monthly basis within thirty (30) days of the end of the month. The **COUNTY** shall not reimburse the **AGENCY** for any expenditures in excess of the amount budgeted without prior approval or notification. Invoicing due dates may be shortened as necessary to meet fiscal year deadlines or grant requirements. **COUNTY** shall not reimburse **AGENCY** for any expenditures in excess of the amount budgeted without prior approval or

notification.

c) The **COUNTY** shall reimburse to the **AGENCY** in accordance with the Florida Prompt Payment Act upon receipt of invoice and required documentation. When the required documentation and/or reports are incomplete or untimely, the **COUNTY** may withhold payment until such time as the **COUNTY** accepts the remedied documentation and/or reports.

d) Any funds 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**.

e) Any funds used in conjunction with travel must be expended in accordance with Florida Statute 112.061, or other policies as may be approved by Pinellas County Human Services, in advance of travel.

**4. Performance Measures.**

The **AGENCY** agrees to submit a quarterly Program Outcomes Report to the **COUNTY**. The **COUNTY** reserves the right to amend these data elements, performance measures, or reports as necessary to ensure that the overall programmatic purpose is demonstrated, quantified, and achieved. This report shall be submitted to the **COUNTY** no later than thirty (30) days following the end of the quarter. Where no activity has occurred within the preceding period, the **AGENCY** shall provide a written explanation for non-activity during the quarter. The report formats shall be prescribed and provided by the **COUNTY**.

**5. Housing First and Coordinated Entry**

As a condition of receipt of a funding award from Pinellas County, the **AGENCY** agrees to support the Housing First philosophy and participate in coordinated entry as established and implemented by the local Continuum of Care.

**6. Pinellas Homeless Management Information System (PHMIS).**

AGENCY agrees to participate in and enter information into the Pinellas Homeless Management Information System (PHMIS) administered by the Pinellas Homeless Leadership Board (HLB), or similar system as required by the Pinellas County Homeless Continuum of Care.

**7. 211 Tampa Bay Cares Database**

As a condition of receipt of a funding award from Pinellas County, the AGENCY agrees to list new or updated program data in the 211 Tampa Bay Cares, Inc. online database.

**8. Multiparty Release of Information Form.**

As a condition of receipt of a funding award from Pinellas County, the AGENCY agrees to use and promote 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, substance abuse information from medical record(s) in accordance with Florida Statutes 394.459, 381.004, 395.3025, and 90.503; 42 CFR, Part 2; and the Health Insurance Portability and Accountability act of 1996 (HIPAA) 45 CFR parts 160 and 164.

**9. Data Sharing.**

The AGENCY agrees to share data as outlined in the Data Sharing Agreement and provide program and other information in an electronic format to the COUNTY for the sole purpose of data collection, research and policy development. (See Attachment 1)

**10. Monitoring.**

- a) AGENCY will comply with COUNTY and departmental policies and procedures.
- b) AGENCY will cooperate in monitoring site visits including, but not limited to, review of staff, fiscal and client records, programmatic documents, and will provide related

information at any reasonable time.

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

d) **AGENCY** 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.

e) If the **AGENCY** receives accreditation reviews, each accreditation review will be submitted to the **COUNTY** after receipt by **AGENCY**.

f) All monitoring reports will be as detailed as may be reasonably requested by the **COUNTY** and will be deemed incomplete if not satisfactory to the **COUNTY** as determined in its sole reasonable discretion. Reports will contain the information or be in the format as may be requested by the **COUNTY**. If approved by the **COUNTY**, the **COUNTY** will accept a report from another monitoring agency in lieu of reports customarily required by the **COUNTY**.

**11. Documentation.**

The **AGENCY** shall maintain and provide the following documents upon request by the **COUNTY** within three (3) business days of receiving the request, as applicable:

- a. Articles of Incorporation
- b. **AGENCY** By-Laws
- c. Past 12 months of financial statements and receipts
- d. Membership list of governing board
- e. All legally required licenses
- f. Latest agency financial audit and management letter
- g. Biographical data on the **AGENCY** chief executive and program director

- h. Equal Employment Opportunity Program
- i. Inventory system – (equipment records)
- j. IRS Status Certification/501 (c) (3)
- k. Current job descriptions for staff positions
- l. Match documentation

**12. Disaster Response**

**AGENCY** will provide the **COUNTY** with a current copy of their Continuity of Operations Plan. **AGENCY** will participate in community disaster response operations as requested by the **COUNTY**. 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. The **COUNTY** will seek to leverage the skills and services of the **AGENCY**, as appropriate or applicable; however, other disaster duties may be assigned. This period may be extended within the current contract period at the discretion of the Human Services Director.

**13. Special Situations.**

**AGENCY** agrees to inform **COUNTY** within one (1) business day of any circumstances or events which may reasonably be considered to jeopardize its capability to continue to meet its obligations under the terms of this Agreement. Incidents may include, but are not limited to, those resulting in injury, media coverage or public reaction that may have an impact on the **AGENCY**'s or **COUNTY**'s ability to protect and serve its participants, or other significant effect on the **AGENCY** or **COUNTY**. Incidents shall be reported to the designated **COUNTY** contact below

by phone or email only. Incident report information shall not include any identifying information of the participant.

**14. Amendment/Modification.**

In addition to applicable federal, state and local statutes and regulations, this Agreement expresses the entire understanding of the parties concerning all matters covered herein. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved by the parties. Budget modifications that do not result in an increase of funding, change the purpose of this Agreement or otherwise amend the terms of this Agreement shall be submitted in the format prescribed and provided by the COUNTY. (See Attachment 2)

**15. Cancellation.**

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

b) In the event the AGENCY uses any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, the AGENCY shall, at the option of the COUNTY, repay such amount and be deemed to have waived the privilege of receiving additional funds under this Agreement.

c) In the event sufficient budgeted funds are not available for a new fiscal period or are otherwise encumbered, the COUNTY shall notify the AGENCY of such occurrence and the

Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the COUNTY.

**16. Assignment/Subcontracting.**

a) This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

b) The AGENCY is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. The AGENCY shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the COUNTY, without the prior written consent of the COUNTY, which shall be determined by the COUNTY in its sole discretion.

**17. 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.

**18. Indemnification.**

As the COUNTY and AGENCY are public bodies of the State of Florida, the parties agree to be fully responsible for their own acts of negligence and for their respective agents/employees' acts of negligence when acting in the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided however, that the parties' liability is subject to the limitations imposed by 768.28, Fla. Stat. Nothing herein is intended to act as a waiver of sovereign



immunity by the parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this agreement.

**19. HIPAA**

a) The **AGENCY** agrees to execute a HIPAA Business Associate Agreement upon execution of this Agreement.

b) The **AGENCY** agrees to use and disclose Protected Health Information in compliance with the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and shall disclose any policies, rules or regulations enforcing these provisions upon request.

**20. Insurance.**

The **AGENCY** shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment 3, and provide a Certificate of Insurance to the **COUNTY**. The insurance requirements shall remain in effect throughout the term of this Agreement.

**21. Public Entities Crimes.**

The **AGENCY** is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to the **COUNTY** that the **AGENCY** is qualified to transact business with public entities in Florida and that its performance of the Agreement will comply with all applicable laws including those referenced herein. The **AGENCY** represents and certifies that the **AGENCY** is and will at all times remain eligible for and perform the services subject to the requirements of these, and other applicable, laws. The **AGENCY** agrees that any contract awarded to the

**AGENCY** will be subject to termination by the **COUNTY** if the **AGENCY** fails to comply or to maintain such compliance.

**22. Business Practices.**

a) The **AGENCY** shall utilize financial procedures in accordance with generally accepted accounting procedures and Florida Statutes, including adequate supporting documents, to account for the use of funds provided by the **COUNTY**.

b) The **AGENCY** shall retain all records (programmatic, property, personnel, and financial) relating to this Agreement for three (3) years after final payment is made.

c) **AGENCY** acknowledges an independent responsibility to maintain records relating to this Agreement subject to applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. In addition, the **AGENCY** shall be subject to audit by the **COUNTY** and shall provide an independent audit to the **COUNTY**, if so requested by the **COUNTY**.

**23. Nondiscrimination.**

a) The **AGENCY** shall not discriminate against any applicant for employment or employee with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment or against any client because of age, sex, race, ethnicity, color, religion, national origin, disability, marital status, or sexual orientation.

b) The **AGENCY** shall not discriminate against any person on the basis of age, sex, race, ethnicity, color, religion, national origin, disability, marital status or sexual orientation in admission, treatment, or participation in its programs, services and activities.

c) The **AGENCY** shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

d) At no time will clients served under this Agreement be segregated or separated in a manner that may distinguish them from other clients being served by the AGENCY.

**24. Interest of Members of County and Others.**

No officer, member, or employee of the COUNTY, and no member of its governing body, and no other public official of the governing body of any locality in which the program is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of this program, shall participate in any decisions relating to this Agreement which affect his/her personal interest or the interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested; nor shall any such officer, member, or employee of the COUNTY, or any member of its governing body, or public official of the governing body, or public official of the governing body of any locality in which the program is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this program, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**25. Conflict of Interest.**

The COUNTY recognizes that AGENCY is bound by Federal laws governing conflicts of interest and has adopted a conflict of interest policy in compliance with 24 CFR § 578.95, Chapter 112, Florida Statutes, and applicable Florida law, and any opinion rendered by the COUNTY with respect to a potential Conflict of Interest shall be limited to the COUNTY's interpretation of state law.

**26. Independent Contractor.**

It is expressly understood and agreed by the parties that AGENCY is at all times hereunder acting and performing as an independent contractor and not as an agent, servant, or employee of

the COUNTY. No agent, employee, or servant of the AGENCY shall be, or shall be deemed to be, the agent or servant of the COUNTY. None of the benefits provided by the COUNTY to their employees including, but not limited to, Worker's Compensation Insurance and Unemployment Insurance are available from COUNTY to the employees, agents, or servants of the AGENCY.

**27. Non-Expendable Property.**

For the purposes of this Agreement, non-expendable property shall mean all property which will not be consumed or lose its identity, which costs \$5,000.00 more per unit, and which has a life expectancy in excess of one year.

a) The AGENCY shall list any non-expendable property purchased by these funds according to description, model, serial number, date of acquisition, and cost.

b) The COUNTY reserves the right to have its agent personally inspect said property.

c) The AGENCY shall own any non-expendable property purchased by funds from this grant subject to the following conditions:

1. The AGENCY shall not sell said property within one year of purchase unless express permission is obtained from the COUNTY in writing;
2. The AGENCY shall use said property for the purposes of the program herein, or for similar purposes;
3. The COUNTY shall have the right to take exclusive possession, control, and all other ownership rights of said property whose value exceeds \$5,000.00 at any time prior to the expiration of this Agreement, if the AGENCY violates any provision of this Agreement, or if the AGENCY fails to use the property for the purposes of the project herein, or if the AGENCY ceases to exist for the purposes of this Agreement; and

4. The **AGENCY** shall reimburse funds to the **COUNTY** totaling a proportional share of the fair value of any non-expendable property purchased by the **AGENCY** with funding obtained through this Agreement: i. which is sold, ii. or if the **AGENCY** fails to use the property for the purposes of the project herein, iii. or if the **AGENCY** ceases to exist for the purposes of this Agreement. The share due the **COUNTY** shall be determined by the proportion of **COUNTY** funding used to purchase non-expendable property. The **COUNTY** at its option may waive this requirement and allow the **AGENCY** to retain any funds received from such sale.

**28. Additional Funding.**

Funds from this Agreement shall be used as the matching portion for any federal grant only in the manner provided by Federal and State law and applicable Federal and State rules and regulations. The **AGENCY** agrees to make all reasonable efforts to obtain funding from additional sources wherever said **AGENCY** may qualify. Should this Agreement reflect a required match, documentation of said match is required to be provided to the **COUNTY**.

**29. Governing Law.**

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

**30. Public Records.**

The **AGENCY** acknowledges it is a public body and as such any information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. The **AGENCY** acknowledges it has in place policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and the **AGENCY** policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to

compensation, the AGENCY agrees to charge any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

**31. Conformity to the Law.**

The AGENCY shall comply with all federal, state and local laws and ordinances and any rules or regulations adopted thereunder.

**32. Prior Agreement, Waiver, and Severability.**

This Agreement supersedes any prior Agreements between the Parties and is the sole basis for agreement between the Parties. The waiver of either party of a violation or default of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent violation or default hereof. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**33. Agreement Management.**

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

Tim Burns, Division Director  
Pinellas County Human Services  
440 Court Street, 2<sup>nd</sup> Floor  
Clearwater, Florida 33756

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

Susan Myers, CEO  
Pinellas County Homeless Leadership Board  
647 1<sup>st</sup> Avenue North  
St. Petersburg, FL 33701

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

ATTEST  
Ken Burke  
Clerk of Circuit Court

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

By: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman

ATTEST

PINELLAS COUNTY HOMELESS  
LEADERSHIP BOARD, INC., a non-profit  
Florida Corporation

By: Susan Finlaw-Burke

By: Susan Myers  
Susan Myers, CEO

Date: 11/05, 2018

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By: [Signature]  
Assistant County Attorney