

HUMAN SERVICES FUNDING AGREEMENT
FIRST RENEWAL AND AMENDMENT 1

THIS FIRST RENEWAL AND AMENDMENT is effective upon the date executed below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "**COUNTY**", and **211 TAMPA BAY CARES, INC** a non-profit Florida corporation, whose address is 5500 Rio Vista Drive, Suite 5500, Clearwater, FL 33760 hereinafter referred to as "**AGENCY**". The Parties hereby renew and amend the HUMAN SERVICES FUNDING AGREEMENT for the Call Center (Agreement) between the **COUNTY** and **AGENCY** dated September 12, 2019.

WITNESSETH:

WHEREAS, the **COUNTY** desires to utilize a portion of the funds available out of Pinellas County's General Fund to assist social service agencies within Pinellas County; and

WHEREAS, the **COUNTY** recognizes that the **AGENCY** is providing an essential service within the community; and

WHEREAS, the **COUNTY** is committed to both enhancing the delivery of human services and increasing citizen access to those services; and

WHEREAS, the **AGENCY** currently maintains a free, confidential, multi-lingual, 24-hour dialing code 2-1-1 for access to community information, services and resources; and

WHEREAS, the **COUNTY** recognizes that the **AGENCY** is providing these essential services within the community; and

WHEREAS, the Board of County Commissioners is committed to promoting efforts directed towards improving the coordination of the **COUNTY**'s funding and service delivery system; and

WHEREAS, the **AGENCY** has the unique ability to utilize its information system and

resource data base to assist in monitoring changing community need and support the work of the **COUNTY** to enhance the effectiveness of community services.

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

1. The above “WHEREAS” clauses are incorporated into and are made a part of this Agreement.
2. This Agreement is hereby renewed pursuant to Section 2 thereof, effective October 1, 2022, and continuing for a period of 24 months from that date unless terminated or cancelled as provided therein.
3. The following sections shall be added as Sections 7, 8, and 9, with the remaining original sections renumbered accordingly:

7. Coordinated Access Model (CAM).

- a. As a condition of receipt of a funding award from the **COUNTY**, the **AGENCY** agrees to actively participate in the Coordinated Access Model (CAM), including the following:
 - i. Participate in regular meetings as requested by the CAM Administrator.
 - ii. Work with the CAM Administrator to develop effective channels for information and referral exchange.
 - iii. List relevant program information in the CAM database.
 - iv. Execute any necessary participation or data-sharing agreements for CAM operation.

- v. Provide the CAM Administrator with regular call center updates to ensure current information is available regarding eligibility criteria, capacity, and service availability. This will include participation in real-time warm-handoffs.
- b. The **COUNTY** may request documentation that verifies compliance with this Section.

8 Personnel

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

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

- e. The **AGENCY** shall, within three (3) business days of changes, submit written notification by electronic mail to their Contract Manager if any of the following positions are to be changed and identify the individual and qualifications of the successor or plan to recruit a successor:
- i. Chief Executive Officer (CEO)
 - ii. Chief Operations Officer (COO)
 - iii. Chief Financial Officer (CFO)
 - iv. Chief Information Technology Officer (CITO) or
 - v. Any other equivalent position within the **AGENCY**'s Organizational chart.
 - vi. Integral personnel funded through this Agreement or direct Supervisors of personnel funded through this Agreement

9. E-VERIFY

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

- b. If the **AGENCY** enters into a contract with a Subcontractor, the Subcontractor must provide the **AGENCY** with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.
- c. If the **COUNTY**, the **AGENCY**, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1), the party shall immediately terminate the contract with the person or entity.
- d. If the **COUNTY** has a good faith belief that a Subcontractor knowingly violated this provision, but the **AGENCY** otherwise complied with this provision, the **COUNTY** will notify the **AGENCY** and order that the **AGENCY** immediately terminate the contract with the Subcontractor.
- e. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. The **AGENCY** acknowledges upon termination of this agreement by the **COUNTY** for violation of this section by **AGENCY**, the **AGENCY** may not be awarded a public contract for at least one (1) year. The **AGENCY** acknowledges that the **AGENCY** is liable for any additional costs incurred by the **COUNTY** as a result of termination of any contract for a violation of this section.
- f. The **AGENCY** shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier

subcontracts. The **AGENCY** shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

4. Except as herein provided, all other terms and conditions of the Agreement remain in full force and effect.

SIGNATURE PAGE FOLLOWS

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

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

By: _____
Chairman

Date: _____, 2022

211 Tampa Bay Cares, Inc., a non-profit Florida Corporation

By:  _____
0F9ED8F58018425...
President/CEO

Title _____
Date: September 9, 2022

APPROVED AS TO FORM

By: Cody J. Ward
Office of the County Attorney