

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and Society of St. Vincent de Paul South Pinellas, Inc. DBA St. Vincent de Paul CARES, St. Petersburg, Florida (“Contractor”) (individually, “Party,” collectively, “Parties”).

### WITNESSETH:

**WHEREAS**, the County requested proposals pursuant to 21-0125-P(LN) (“RFP”) for Rapid Rehousing – Direct Service Provider (RRHDSP) 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 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, 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 Director of the Human Services Department.

**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 8 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.

**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 not-to-exceed sum of \$2,943,000.00, for Services completed and accepted as provided in Section 15 herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, payable 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 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.

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 be 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.

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. 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](mailto:purchase@pinellascounty.org), Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6<sup>th</sup> 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. Digital Accessibility**

Supplier acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Supplier shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Supplier fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Supplier of non-compliance. Within 30 days of Supplier's receipt of a non-compliance notice ("Notice"), Supplier and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Supplier:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice.
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Supplier to section 14(b) of this Agreement, "Indemnification."

**13. 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.

**14. 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; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused 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 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.

**15. 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.

**16. Acceptance of Services.** For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Director of Human Services Department 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 Society of St. Vincent de Paul South Pinellas, Inc. DBA St. Vincent de Paul CARES. 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.

**17. 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.

**18. 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.

**19. 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:  
Human Services Department  
440 Court Street, 2<sup>nd</sup> Floor  
Clearwater, FL 33756

For Contractor:  
Society of St. Vincent de Paul  
South Pinellas, Inc.  
DBA St. Vincent de Paul CARES  
384 15<sup>th</sup> Street North  
St. Petersburg, FL 33705

Attn: Abigail Stanton

Attn: Michael J. Raposa, CEO

with a copy to:  
Merry Celeste  
Purchasing and Risk Management Division Director  
Pinellas County Administrative Services  
400 South Fort Harrison Avenue  
Clearwater, FL 33756

**20. 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; and during the term of this Agreement.

**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 Contract 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.

**21. Right to Ownership.** All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including reports 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.

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

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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)

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

Society of St. Vincent de Paul

South Pinellas, Inc. D/B/A

St. Vincent de Paul CARES

Name of Firm

By

By:

*Michael J. Raposa*

Signature

Michael J. Raposa

Print Name

Chief Executive Officer

Title

ATTEST:

Ken Burke,

Clerk of the Circuit Court

By:

Deputy Clerk

Approved as to Form **APPROVED AS TO FORM**

By: *Keiah Townsend*

By: Office of the County Attorney

Office of the County Attorney

## EXHIBIT A

## STATEMENT OF WORK

Contractor agrees to perform the responsibilities outlined in the statement of work below and adhere to the Countywide Rapid Rehousing Policies and Procedures (RRH Policies and Procedures) as amended from time to time by the County in coordination with the Rapid Rehousing Working Group. The Contractor agrees to the following as the Rapid Rehousing Direct Service Provider:

- A. Screen, hire, train, and provide supervisory and operational support to the full time equivalent (FTE) RRDSP project staff:
1. Six (6) FTE Rapid Rehousing Case Managers (RRH-CMs). RRH-CMs will have a minimum Bachelor's Degree in Social Work or related field with experience assisting households in crisis. RRH-CMs are responsible for assessing the participants' needs and developing housing stability and other required plans for securing and retaining affordable permanent housing of the participant's choice.

RRH-CMs primary responsibilities include the following:

- a. Complete intake of all referrals provided by the Coordinated Entry System (CES) in accordance with RRH Policies and Procedures. For clients who have been located and agree to engage in the program, the goal is for intake to take place within 48 hours of contact.
- b. Using HLA navigation and RRH policies and procedures as guidance, use diligence in reaching out to individuals or families through indicated contact methods, last known location, or coordination with the Street Outreach Teams.
- c. Address immediate crises including, but not limited to access to emergency housing, food, clothing, baby formula, diapers, or linkage with legal services in accordance to RRH Policies and Procedures with a goal of 24-48 business hours, as resources are available. Contractor will document immediate needs and actions taken in case folder for review and reporting to help improve future processes in accordance with RRH Policies and Procedures.
- d. Locate and reach out to potential RRH participants based upon a prioritization list provided by the CoC, and/or other mutually agreed upon intake or outreach methods to assist these individuals and families in obtaining all necessary documentation for application to RRH.
- e. Upon intake, perform assessment of client strengths, needs, abilities, preferences and barriers to housing and record information for use in development of a case plan and housing plan.
- f. Work with participants to perform a full SPDAT assessment and develop a specific case plan within one (1) week of program entry, based on client availability.

## EXHIBIT A

## STATEMENT OF WORK

- g. Link households with a multitude of wrap-around services and providers within the Continuum of Care (CoC) to address the immediate housing crisis and any barriers to long-term housing stability.
  - i Identify eligible clients and make direct referrals and connections to:
    - 1) SOAR to assist with application for disability benefits
    - 2) The Cooperative Agreement to Benefit Homeless Individuals (CABHI) and Medication Assisted Treatment (MAT) Programs as available through the County.
    - 3) The Pinellas County Health Program
    - 4) Furniture and incidental support programs
    - 5) CareerSource Pinellas, Boley Centers and/or other local providers for job/skills training for ALL adults who are unemployed, underemployed, or not stable in their employment
    - 6) Childcare
    - 7) Legal assistance to address such issues as outstanding warrants, child support, workmen's compensation claims, and driving restrictions, and transportation.
    - 8) Other supportive services as determined necessary for stabilization
  - ii Maintain ongoing knowledge of local programs, standards and best practices for engaging persons and maintaining housing stability by attending community meetings as defined in coordination with the County.
  - iii Track all referrals and connections to supportive services for clients as requested by the County including the use of PHMIS and quarterly reports.
  - iv Record all supportive service referrals and connections in case folder for review and reporting to help improve future processes in accordance with RRH Policies and Procedures.
- h. Work with each household to develop a specific case plan and housing plan within one week of entry into the RRH program based on client availability, even if suitable housing has not yet been located.
  - i The case plan must include a housing stabilization plan, self-sufficiency plan, and budget worksheet at a minimum.
  - ii The case plan should be based on the households' expressed needs.
  - iii The housing plan will address any potential barriers to housing and the financial resources necessary to stabilize the household in permanent housing.
  - iv The budget worksheet will estimate the income based on a reasonable plan to increase financial resources to support payment of housing costs once the assistance has ended.
  - v Reassess and evaluate eligibility and need for ongoing support on a monthly basis for all clients.

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- i. Be knowledgeable of all the documentation requirements for verifying eligibility and supporting requests for financial assistance to the RRFA.
    - i Work with clients to obtain necessary documentation.
    - ii Submit case notes and evaluations for approval as necessary for continued financial support.
    - iii Work closely with RRFA to provide additional documentation as needed for processing payment. Contractor is expected to actively assist in completing required documentation in order to ensure effective placement in housing. Contractor will record all barriers and challenges in case folder for review and reporting to help improve future processes in accordance with RRH Policies and Procedures.
  - j. Monitor client progress based on client needs, provide ongoing risk assessments and safety planning, and maintain accurate documentation of progress.
  - k. Strive to ensure that program standards are applied and implemented consistently throughout the CoC by attending regular meetings of RRH providers in accordance with the RRH Policies and Procedures.
  - l. Maintain an average caseload of 12-15 households concurrently. This may be amended per HLA guidelines.
2. Two (2) FTE Housing Specialists (HS). HSs may have a Bachelor's Degree in a related field or equivalent number of full time years of experience in the housing industry. The HS is primarily responsible for identifying and engaging landlords through a variety of methods in order to identify partners willing to rent to households with multiple challenges.

The HS's primary responsibilities include the following:

- a. Seek out landlords willing to house hard-to-place tenants and provide education to address landlord questions and concerns.
  - i. Contractor will maintain a record of actions taken including successful and unsuccessful resource contacts for review and reporting to help improve future processes in accordance with the RRH Policies and Procedures.
- b. Identify safe and adequate housing for clients based upon CoC and RRH Committee policies, habitability requirements, and client choice, preferences and housing plan, and budget.
- c. Seek waivers for application fees and deposits
  - i. Contractor will seek to maximize funding by seeking waivers to application fees and deposits. Efforts will be recorded in the case folder for review and reporting to help improve future processes in accordance with RRH Policies and Procedures.
- d. Negotiate rents and lease terms with landlords, including reasonable accommodations and minimum one-year lease terms.
  - i. HS's will ensure tenants are aware of guest policies of the landlord.

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- e. Serve as an ongoing contact for landlords experiencing any challenges with RRH tenants, and as a liaison between the RRH-CM and the landlord.
  - f. Use creativity in addressing housing barriers.
  - g. Consider relocation of clients to alternative housing when necessary and agreed upon by the landlord and tenant.
  - h. Support the use of Florida Housing Search.org as a community housing list.
  - i. Work with other housing navigators through participation in meetings, aligning policies and procedures, and supporting the Coordinated Entry System.
3. One (1) FTE Supervisor. The Supervisor will have a minimum of a Bachelor's Degree in Social Work or related field and experience in program coordination, supervising staff, counseling, case management and/or crisis intervention with homeless and at-risk families and/or individuals.

The Supervisor's primary responsibilities include the following:

- a. Assign referrals for intake linking the household with the most appropriate funding source.
- b. Monitor employee performance and provide direct supervision including constructive feedback and support in completing job requirements.
- c. Act as a resource to staff members for guidance in handling difficult or complex cases, including but not limited to going out with the CMs and/or HSs to assist in triage, communicating with clients, etc.
- d. Ensure information is accurately entered into PHMIS as required.
- e. Review weekly activity logs and time worked.
- f. Review and approve housing stability plans and monitor other service plans as appropriate.
- g. Review case files of clients to ensure contract compliance and quality assurance.
- h. Attend staff and other internal meetings as required.
- i. Coordinate PQI activities including staff meetings, case review, satisfaction surveys and related tasks.
- j. Assist Program Manager with administrative tasks related to operations.
- k. Train staff in policy and procedures, completion forms and data collection.
- l. Present to community groups, landlords, and other stakeholders about the program.
- m. Gather and evaluate staff performance and provide aggregate reports as requested.
- n. Evaluate and identify training needs for assigned staff in the RRH program.

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4. One part-time (0.5 FTE) Manager. The Program Manager will have a minimum of a Bachelor's Degree in Social Work or related field and experience in program coordination, supervising staff, counseling, case management and/or crisis intervention with homeless and at-risk families and/or individuals.

The Program Manager's primary responsibilities include the following:

- a. Develop and implement program procedures for case management, outreach, housing search and other housing related services including the use of temporary financial assistance in a manner consistent with the organizations policies and contract requirements.
  - b. Work with case management staff and provide leadership, guidance, and oversight in the RRH program and service delivery.
  - c. Coordinate with other community organizations to facilitate access to services by clients served.
  - d. Manage the inflow of referrals and program exits to maximize program performance.
  - e. Review and approve individuals and families enrolled and ensure the required back-up documentation is contained in the case file.
  - f. Coordinate with program staff to ensure all client case files meet program and agency documentation requirements.
  - g. Review and approve all financial assistance requests prior to payment.
  - h. Ensure financial assistance requests are timely and include all required back-up documentation to support the expense.
  - i. Conduct case reviews with case managers.
  - j. Conduct staff meetings no less than once a month to review program performance and challenges.
  - k. Facilitate staff's participation in required and supplemental training.
  - l. Oversee PHMIS data entry including its completeness, quality and timeliness.
  - m. Track program performance through PHMIS and use of other data collection methodologies.
  - n. Provide regular progress and performance reports to Regional Director and through the agency's Performance Quality Improvement System.
  - o. Complete reports for timely submission to funder(s) as required.
  - p. Monitor and approve time sheets and partner agency invoices prior to payment.
- B. In the performance of these responsibilities, the Contractor agrees to:
1. Adhere to Countywide Rapid Rehousing Policies and Procedures, HUD's 2016 Rapid Rehousing Performance Rapid Rehousing, as amended from time to time by the RRH Committee or the CoC (Attachment 1). The Policies and Procedures Manual will be reviewed periodically by the RRH Committee to ensure effective and efficient program delivery. The RRHDSP will participate in the RRH Committee meetings with the County and City of St. Petersburg.
  2. Endorse and continue to support Housing First principles.
  3. Ensure habitability of placement locations in accordance to defined standards and policies.

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4. Accept the Data Sharing Agreement (Attachment 2) and provide program and other information in an electronic format to the Pinellas County Mental Health and Substance Abuse Data Collaborative for the purpose of research and policy development, upon request by the County.
5. Execute and adhere to the HIPAA Business Associate Agreement (separate agreement), and in doing so agree 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. (Attachment 3)
6. Participate in the 211 Database System as determined appropriate for placement and housing services, and utilize Fund Manager, or similar system as determined by the County, the City of St. Petersburg, and the RRH Committee, for tracking client expenditures.
7. Commit to aligning rapid rehousing practices to local goals and policies as established by the CoC.
8. In the event of an emergency that impacts housing within Pinellas County, RRHDSP are required to participate in post storm housing and recovery operations as determined necessary in coordination with the County Human Services Department. The County agrees to continue to pay for the program under these revised conditions during the effected timeframe in order to ensure continuity of operations.
9. Notify the Pinellas County Human Services Contract Manager of staff turnover within the RRH program within 48-72 business hours.
10. No fees should be charged to clients for services delivered pursuant to this program.
  - a. Deliver services to families and individuals countywide at multiple sites and locations independent of typical provider operations and strive to meet clients “where they are” to reduce transportation and documentation barriers.
  - b. Teams are expected to receive system clients from Coordinated Entry for services and placement. Teams must be available to deliver services Countywide. Teams will make every effort to engage housing opportunities in North and South County. Records of available, identified housing will be tracked and provided to the County and RRH Working Group, upon request.
  - c. Utilize multiple methods of outreach to contact heads of households, including phone calls at various times per day, email, text messaging, Street Outreach teams, or visiting clients at shelter locations, as appropriate.
  - d. Utilize Assertive Engagement and Motivational Interviewing to encourage participation.
  - e. Establish an MOU with the RRFA provider to ensure seamless operations.

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- f. Establish MOUs to formalize relationships and define referral processes with local service providers, adding them to the file to document program support.
  - g. Provide access to household items and furniture through Contractor's thrift store or other community resources.
  - h. Work collaboratively with all organizations offering similar services and coordinate engagement and contact with individuals and families who are literally homeless.
  - i. Provide transportation for clients to and from community locations and client housing.
  - j. Coordinate case management and all activities to ensure effective and efficient delivery of RRH services with little to no duplication.
  - k. Attend RRH Committee, partner meetings, and other expansion or funder meetings required under this Agreement to develop and maintain clear policies and guidance for RRH within the community.
  - l. Provide reports to all RRH Partners (RRHDSP and RRH Funders on the clients served, expenditures, and program, etc. as outlined in Section C.) no less than monthly and upon request.
  - m. Provide contractual reports to all RRH Funders as required in Section C below.
  - n. Monitor and work to reduce fraudulent claims and program usage by reviewing program trends and high utilization, cooperating with quality assurance reviews by the County, and other measures as requested by the County.
  - o. Coordinate with RRH funders to develop expansion/collaboration plans and training for new RRH partners.
  - p. Provide referral to emergency shelter where available and appropriate for individuals awaiting placement in housing.
  - q. At the discretion of the program funders, add additional RRH-CM(s) or HS (s) at the agreed upon rates herein.
  - r. Agree to assist client for a period of time as defined by stakeholders in the Policies and Procedures.
  - s. Continue to track clients at various intervals for up to twelve (12) months following program exit to collect data.
- C. Contractor agrees to submit a report incorporating the following information and performance measures for program evaluation to optimize the Countywide RRH program. These outcomes may be amended by the RRH Committee, as necessary, and must be submitted on a monthly basis or as determined by the RRH Committee. If outcomes are not met, Contractor is subject to a Performance Improvement Plan and/or Corrective Action Plan

Pinellas CoC Rapid Rehousing Performance Benchmarks (which may be amended by HLA from time to time) include:

1. RRH project will have an average household length of stay of no more than 270 days.
2. RRH project will have a median household length of stay of no more than 149 days.
3. RRH project will place individuals into permanent housing within 90 days of project entry.

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4. At least 85% of housed individuals remain in permanent housing at program exit.
5. At least 5% of individuals in RRH project will increase earned income during the reporting period or at exit.
6. At least 5% of individuals in RRH project will maintain earned income during the reporting period or at exit.
7. At least 20% of individuals in RRH project will increase unearned income during the reporting period or at exit.
8. At least 20% of individuals in RRH project will maintain unearned income during the reporting period or at exit.
9. The average VI-SPDAT score on RRH project is great than 7.
10. RRH project will have no more than 10% of adults who exited to permanent housing that return to ES, SH, TH or SO within 6 months of exit.
11. RRH project will have no more than 20% of adults who exited to permanent housing that return to ES, SH, TH, or SO within two years of exit.

Monthly reporting shall include:

1. Number of households enrolled in the program
2. Average SPDAT score of households served
3. Number of households with a Housing Case Plan within one week of program entry
4. Number of households receiving case management within one week of program entry
5. Number of households permanently housed within 30, 60, 90 days or less
6. Average length of time to permanently house a household
7. Number of households exiting program to permanent housing
8. Number of households with increase in income
9. Number of new landlords agreeing to be contacted by HLA/www.FloridaHousingSearch.org
10. Number of households which did NOT return to homelessness within six (6) and twelve (12) months of exit
11. Number of households receiving Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI)
12. Number households with one or more adults in paid positions
13. Average length of time for on-going case management after temporary financial assistance is no longer being provided.

Reporting elements will be amended from time to time to meet the needs of funders, the RRH Committee, and the CoC. If performance goals are not met within (6) months of the start of the Agreement, County reserves the right to terminate the Agreement. Analysis of the reported data above annually will determine appropriate Rapid Rehousing Direct Service Provider's (RRHDSP) Performance Measures for future years' terms.

# Pinellas Rapid Rehousing Collaborative

Version 16  
February 2021



## **SUBJECT: Pinellas Rapid Rehousing Collaborative**

### **POLICY:**

During the summer of 2016, both the Pinellas County Board of County Commissioners (BCC) and the City of St. Petersburg passed Resolutions to Endorse Housing First and the Coordinated Entry System. As part of a comprehensive approach to systematically reduce homelessness in the County, the City of St. Petersburg and the BCC authorized a substantial investment for a Rapid Rehousing Initiative in fiscal year 2017 (FY17).

Rapid Rehousing (RRH) is a Housing First intervention designed to help individuals and families to quickly exit homelessness and return to permanent housing. RRH assistance is offered without preconditions (such as employment, income, absence of criminal record, or sobriety) and the resources and services provided are typically tailored to the unique needs of the household. At a minimum, a RRH program shall offer three (3) components:

- Housing Identification
- Rent and Move-in Assistance
- RRH Case Management and Services

Funding for this RRH initiative is derived from multiple sources, including City and County General Fund, Emergency Solutions Grants (ESG), and State Housing Initiative Partnership (SHIP) grants. The Cooperative partners anticipate the project will provide RRH for an estimated 300 homeless families and individuals annually. The service population often has experienced financial crisis leading to homelessness, legal issues, poor rental history, disabilities and other health concerns, history of family violence, and little to no current income.

Locally, RRH processes will align with the Coordinated Entry System through the use of evidence based assessment tools (Vulnerability Index of the Service Prioritization Decision Assistance Tool, VI-SPDAT) approved and required by HUD. The program will also align with other assistance programs to maximize efficiencies and outcomes.

This RRH Program is split into two (2) distinct areas, which may be filled by one or more organizations: 1) RRH Fiscal Administrator (RRHFA) and 2) RRH Direct Service Provider (RRHDSP). A competitive procurement process through the Pinellas County Purchasing Department was utilized to select the organizations to administer this cooperative program.

### **ATTACHMENTS:**

1. Resolution to Endorse Housing First and the Coordinated Entry System
2. General Fund Reimbursement Documentation
  - A. Financial Assistance Checklist
  - B. RRH Staff Certification of Eligibility
  - C. Homeless Verification
  - C-1. RRH Self-Declaration of Housing Status (if not verified in HMIS)
  - D. RRH Household Declaration of Income
  - E. RRH Self- Certification of Assets
  - F. RRH Temporary Financial Assistance Request Form
  - G. RRH Landlord/Agent Vendor Agreement (if no lease)
3. City of St. Petersburg Rental Assistance Program Guidelines (SHIP)
4. 2016-2019 Pinellas County Continuum of Care ESG Written Standards

### **PROCEDURES:**

1. **PROGRAM IMPLEMENTATION**

### **a. Coordinated Entry**

RRH assistance will be provided to eligible individuals and families, identified as literally homeless at first intake through the Coordinated Entry System (CES). Individuals and families in need of RRH who are literally homeless and have not been assessed using the VI-SPDAT shall be first referred to The Homeless Leadership Alliance of Pinellas, the Homeless Street Outreach Teams or an Emergency Shelter Program to be assessed and placed on the waitlist.

### **b. Rapid Rehousing Case Managers**

The RRH Case Managers (CMs) will intake clients utilizing the CES waitlist, pulling from the highest acuity within the RRH range, as determined and adjusted from time to time by the CoC. A priority will be placed on rapidly rehousing literally homeless families with minor children. (Currently, 4-8 for families, 4-7 for adults.) CMs will coordinate with The Homeless Leadership Alliance of Pinellas, the RRH Housing Specialists/Navigators (HN), other RRH providers, and Street Outreach Teams to locate eligible individuals and families, and prevent duplication of efforts.

CMs should work with clients to develop a specific case plan within one week of entry into the RRH program, even if suitable housing has not yet been located. The case plan will include a housing stabilization/self-sufficiency plan, and a household budget, at a minimum. The Housing Stabilization Plan will address the household's housing needs and preferences, strengths and barriers to housing, and identify possible alternatives and resources for self-sufficiency. Regular reassessments, provided through follow-up, should be built into the housing plan to determine if the level of assistance should be increased, decreased or discontinued once households enter permanent housing. The budget worksheet will identify monthly income and expenditures to aid in reaching self-sufficiency, and to help determine the level of temporary financial assistance needed.

Through these plans, the CMs will work to develop and ensure the on-going stability of clients upon placement in housing. CMs should be familiar with a multitude of wrap-around services and providers within the CoC. CMs should make referrals to programs for which a client expresses a need, including, but not limited to SOAR, CABHI, Pinellas County Health Program, and other local providers for job/skills training, furniture and incidental support, childcare, etc.

CMs will be experts in RRH Program Standards, and continually evaluate clients for eligibility and ongoing support while building a support system. Documentation of ongoing need is required on a monthly basis for continued financial assistance from the program. The CM shall strive to ensure that program standards are implemented **consistently** throughout the CoC by attending regular meetings of the RRH Committee.

### **c. Rapid Rehousing Housing Navigators**

HNs are responsible for locating and reaching out to potential RRH clients based upon a prioritization list provided by the CoC, and/or other mutually agreed upon intake or outreach methods. The HN may leverage the use of Street Outreach Teams and shelter partners to assist in locating potential clients. The HN are responsible for assisting clients in obtaining all necessary documentation for application to RRH, including obtaining replacement identification, when necessary. HN can maintain a fixed office at their organization's location, but must be able to travel to meet clients or work out of satellite offices, as needed.

Additionally, HNs are responsible for identifying and engaging landlords through a variety of methods in order to develop a sufficient affordable housing stock for a successful RRH program. HNs must be familiar with landlord/tenant law, applicable Housing Codes and grant-specific housing requirements, particular challenges to the rental market within the CoC, local housing authority voucher programs, and public transportation. HNs will ensure that all housing units meet Housing Quality Standards (HQS) as established by HUD. HNs will continually seek out landlords

willing to house hard-to-place tenants, and must be creative in addressing housing barriers. After a lease is signed, HN will continue to serve as a contact for landlords experiencing any challenges with tenants by providing outreach with RRH Case Managers, financial assistance to pay rent, and if necessary, an cooperative and timely move out of housing to avoid eviction. HNs will coordinate with other HNs within the CoC to develop a “master list” for use by all Providers.

#### **d. Rapid Rehousing Fiscal Administration**

The RRH financial assistance funds will be administered through an agreement with the RRHFA. RRHFA staff will be available Monday through Friday from 8:00am to 5:00pm to process documentation packages and respond to CM and HN inquiries. If a holiday falls on a weekday, the program will operate the same hours, but with single shift coverage by staff.

The RRHFA will maintain eligibility information within the Fund Manager component of the Tampa Bay Information Network (TBIN) software, or other software program as determined appropriate by the County, the City of St. Petersburg, and the HLA. Financial assistance information shall be readily available for review and audit by the program partners. The RRHFA will maintain a full, separate accounting of all dispersed funds associated with each instance of assistance. All dispersed funds will be reconciled to the RRHFA bank statements on a monthly basis or as required by funders.

The RRHFA will receive completed requests for financial assistance from CMs and HNs, and is responsible for ensuring all documentation necessary for verification, processing, and approval of request is provided. The RRHFA will maintain ongoing contact with the CMs and HNs as necessary to correct any defects in the documentation and provide communication as to request status. Cases with continued contact and document submission by a CM will remain in pending status until all required documentation is received and verified, and the assistance is approved.

Based upon the information provided in each application, the RRHFA shall determine the most appropriate source of funding for financial assistance. The RRHFA will be responsible for understanding the eligibility guidelines for City of St. Petersburg and Pinellas County ESG, City of St. Petersburg SHIP, and City of St. Petersburg and County General Fund. The RRHFA should work to establish a rubric for quickly identifying the most appropriate funding source, with a prioritization on utilizing ESG, SHIP, and other grant funds. If additional information is needed to determine specific eligibility, the RRHFA will work with the CM or HN to obtain this information.

The RRHFA will review all documentation scanned into TBIN to verify citizenship, residency, income, identification, eligibility **prior** to issuing an approval for payment for eligible items.

All requests for payment will be handled within one (1) business day once all required documentation is received and eligibility for RRH is confirmed. If a request is DENIED, RRHFA staff will contact the CM directly within 2 business days and notify them of the reason for denial and any information or requirements to bring the application into approval. All approvals and denials are recorded in Fund Manager.

No check will be cut without appropriate approval documented in TBIN. For approved financial assistance, payment will be made by credit card for utilities and checks will be cut for rental assistance. A RRH CM/HN or supervisor will be responsible for picking up checks directly from the RRHFA and delivering them to the appropriate landlord within 48 hours.

#### **e. RRHFA Payment Approvals**

All initial requests for assistance, and repeat requests for \$2,000.00 and above, are transmitted electronically to the RRHFA Director, Pinellas County Human Services Director, and City of St. Petersburg representative, or their designees, for joint (two) approvals when all eligibility documentation has been submitted. Requests for assistance from \$0.01 to \$299.99 are entered into Fund Manager by RRHFA staff and paid online or by check. Requests for assistance from \$300.00 to \$1999.99 are reviewed by the RRHFA program supervisor for approval or denial. This approval process may be updated from time to time to suit program needs.

## 2. RAPID REHOUSING ELIGIBILITY

### a. Documentation

RRH assistance is limited to low income Pinellas County households, with at least one adult aged 18 and older or a legally emancipated youth. Residents must provide documentation of citizenship, residency, identification, income, assets and need. For households with more than one adult/emancipated youth or families who seek assistance, documentation must be provided regarding each adult/emancipated youth's identification, income, and assets. If required documents do not exist or are unavailable, CMs and HNs 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. The CM shall work with each client to ensure the intended documentation is obtained. 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 by the RRHFA to the providing agency to allow the client to obtain updated identification. In this circumstance, the case may continue to be processed by the RRHFA without the need to wait for receipts. If a receipt for identification is not received prior to case closure, the RRHFA may submit evidence of the cashed check as proof of expenditure.

#### i. **Proof of Citizenship: Required- 1 form for head of household ONLY**

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. Other official government documentation demonstrating a client social security number is NOT acceptable documentation of citizenship. If an individual's Social Security Card is unavailable, the following other documents are acceptable proof of citizenship:

**Citizen by birth:** Applicants must be born in any state in the U.S., Puerto Rico, U.S. Virgin Islands, Northern Marianna 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. Application for a birth certificate is acceptable temporary documentation (if accompanied by a receipt?) of citizenship. The birth certificate must be submitted for the case file as soon as it is received and prior to case closure.

**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 rapid rehousing financial assistance.

**ii. Identification: Required- 2 forms (Driver's License or State ID and 1 other) for each adult in household**

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
- Immigration Records

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.

**iii. Proof of Pinellas County Residency: Required- 2 forms for head of household ONLY**

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
- Previous mortgage documents, rental lease, rent receipts or letter from a landlord or property owner
- Proof of previous Homestead Exemption
- Recent water, electric, gas, telephone, cable television or other utility bill in the name of the applicant indicating a previous 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

**iv. Proof of Income: Required all income reported for household**

- Income must be at or below 200% of the 2021 Federal Poverty Guidelines.
- Income consists of wages, self-employment, contributions, and benefits (including SNAP), either earned or non-earned, from legal sources.

- 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.
- 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.
- If self-employed, bank statements or self-employment records must be documented for the last three (3) months.
- 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.
- 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.

<b>Federal Poverty Level Income (FPL) Guidelines for 2021:</b>				
<b>Persons in Household</b>	<b>Gross Monthly Household Income at 100% of FPL</b>	<b>Gross Annual Household Income at 100% of FPL</b>	<b>Gross Monthly Household Income at 200% of FPL</b>	<b>Gross Annual Household Income at 200% of FPL</b>
1	\$1,073	\$12,880	\$2,147	\$25,760
2	\$1,452	\$17,420	\$2,903	\$34,840
3	\$1,830	\$21,960	\$3,660	\$43,920
4	\$2,208	\$26,500	\$4,417	\$53,000
5	\$2,587	\$31,040	\$5,173	\$62,080
6	\$2,965	\$33,580	\$5,930	\$71,160
7	\$3,343	\$40,120	\$6,687	\$80,240
8	\$3,722	\$44,660	\$7,443	\$89,320
<b>Each additional person add:</b>	\$379	\$4,540	\$756	\$9,080

**v. Proof of Assets: Required for each adult in household**

For requests \$1,000.00 and above, applicants must not have available liquid assets above \$2,500.00, 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.. A statement from a child support resource or SSI card may be used to verify assets if no

bank account is held. Assessment of liquid assets will be included in the approval by the RRHFA.

**vi. Required Documentation for Temporary Financial Assistance**

Requests for temporary financial assistance shall be submitted to the RRHFA through the TBIN system and shall include all necessary documentation referenced in Attachment 2A-Temporary Financial Assistance Documentation Checklist. No payments will be issued prior to final approval by the RRHFA in TBIN. Additional forms required for General Fund reimbursement include:

- 2B. RRH Staff Certification of Eligibility
- 2C. Homeless Verification
- 2C-1. RRH Self-Declaration of Housing Status (if not verified in HMIS)
- 2D. RRH Household Declaration of Income
- 2E. RRH Self- Certification of Assets
- 2F. RRH Temporary Financial Assistance Request Form
- 2G. RRH Landlord/Agent Vendor Agreement (if no lease)

**1. Rent and Rental Deposits**

- An executed lease (minimum 7 months) and a W9 from the landlord are required for all rental deposit and assistance requests. Once the initial lease expires, it may be appropriate for the client(s) to continue on a month-to-month basis upon discussion with the RRH Committee. 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 Attachment 2G- Landlord/Agent Vendor Agreement. A W-9 must be provided.
- If landlord is an individual and not a management or leasing company, the RRHFA will make every effort to verify property ownership in the Pinellas County Property Appraiser database at [www.pcpao.org](http://www.pcpao.org). The search may be done by owner name or property address.
- If the applicant receives Section 8 Tenant-Based Assistance, a Housing Assistance Payment Contract (HAP Contract) is required in addition to the lease agreement.
- All rent 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.
- An HQS will be performed for all prospective units and a copy of the inspection will be placed in the client's case file.
- Note for application fees: Housing application fees may be paid on an as-needed basis prior to submitting a full case request IF the RRH CM is able to document client need, no other available resources for the payment, and performance of due diligence to ensure the likelihood of client approval. Documentation of client eligibility for RRH (ID, residency, citizenship) and written or emailed statement from the prospective landlord stating the terms of the application fee are required. RRHFA shall verify ownership or agency relationship with property owner listed on [www.pcpao.org](http://www.pcpao.org).
- Note for proration: RRHFA will prorate rent payments as close to the move-in date as possible. The amount paid need not match the Temporary Financial Assistance Request Form (TFA) if the prorated amount at the time of payment is lower than estimated. If the full monthly payment is required by the Landlord regardless of move-in date, then this should be noted on the TFA and may be paid in full.

**2. Utilities, Utility Deposits, and Utility Arrears**

- Deposit Letters from Duke Energy, TECO, City of St. Petersburg
- Current utility bills (for repeat assistance)
- All utility deposits will be made in the client's name and will be held by the service provider in accordance with applicable laws and regulations. Any deposits will be returned to the client upon service termination for use in establishing future services.

### 3. Other Financial Assistance

- Other financial requests are approved by exception only. These requests require a detailed explanation of need, documentation of cost and company information, and documentation of no other available resources.
  - Storage Units
  - Moving costs
  - Rental Arrears
  - Household needs
  - Bus Passes

### 4. Subsequent Requests for Assistance

Subsequent requests for assistance in the same enrollment period may contain reduced documentation paperwork but should refer back to the Client name/Client ID and original date of submission of eligibility paperwork. The following documentation is needed for subsequent requests:

- Rent Requests
  - Temporary Financial Assistance Form
  - Head of Household ID
  - W-9 (required for RRHFA finance department)
- Utility Requests
  - Temporary Financial Assistance Form
  - Head of Household ID
  - Utility Bill

## 3. DURATION/AMOUNT OF ASSISTANCE

Households are eligible for monthly assistance on a case by case basis, coupled with a housing case plan to establish the minimum financial assistance necessary to successfully stabilize the household. .

The RRHFA Director, Human Services Director, and the City of St. Petersburg representative, or their designees, will meet no less than monthly and will communicate frequently regarding program expectations. The amount of assistance will vary depending on the unique characteristics of the household's crisis situation. The Directors' approval process would continue to apply to new requests and requests \$2,000.00 and above.

## 4. RAPID REHOUSING FINANCIAL ASSISTANCE PAYMENT PROCESS

### a. Payments

Online payments of **approved** items are made directly to the vendor using purchasing cards. If the vendor cannot be paid or the item cannot be purchased online, a check request is submitted for payment directly to the vendor. In rare instances, a restricted debit card may be provided directly to the client for the approved amount. All cards are time limited and must be returned to the RRHFA with receipts within seven days.

### b. Fund Accountability and Reimbursement

The RRHFA is responsible for tracking and reporting RRH applicant data, client demographic, eligibility and expenditure data, processing performance measures and approval rates. Most of this information will be reported from TBIN and the Fund Manager software. Human Services will have direct access to TBIN/Fund Manager for ad-hoc reports as needed.

- **County General Fund Reimbursement:**
  - Funding for RRH financial assistance will be advanced to the RRHFA and shall be held in a separate bank account. A separate invoice will be submitted to the County for the RRH financial assistance, and will consist of a cover letter signed by an authorized Agency representative, required General Fund reimbursement documentation and a copy of the monthly bank account statement for the bank account in which the pool is held. Documents should be grouped by Client, with the Temporary Financial Assistance form for that client on top of each grouping of documents. For any Director-approved payments, an email of each Director's approval shall be attached to the client backup documentation. A summary spreadsheet should be submitted with the invoice, listing the items requested, by client in the same order in which the backup documentation is provided. The summary spreadsheet should include the client's name/ID number with each line, as well as a column listing the month that a client's original eligibility/documentation was submitted.
  - Upon reconciliation and approval of the monthly or bimonthly invoices for the RRH financial assistance pool, the County will reimburse the RRHFA for expenditures until the entire contracted financial assistance pool amount is reached. The RRHFA 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 assistance pool at the end of the contract term, the remainder shall be remitted to the County within 30 days of the final reconciliation, or rolled over into the new contract term upon continuation of the program.
- **St. Petersburg General Fund Reimbursement:**
  - For applicants eligible for reimbursement by the City of St. Petersburg General Fund, an invoice will, instead, be submitted to the City for the RRH financial assistance, and will consist of a cover letter signed by an authorized Agency representative, required General Fund reimbursement documentation, 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. For any Director-approved payments, an email of each Director's approval shall be attached to the client backup documentation.
  - Upon reconciliation and approval of the monthly or bimonthly invoices for RRH financial assistance the City will reimburse the RRHFA who will then replenish the County-funded assistance pool. The RRHFA will then continue to submit eligible monthly invoices until the City General Fund balance is extinguished or the term of the contract is reached.
- Any supporting documentation submitted by a client MUST have the client's name visible on the document.

## **5. ADMINISTRATIVE REQUIREMENTS**

### **a. 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.

#### **b. Appeals and Concerns**

- i. Program Criteria: Appeals or concerns with program criteria shall be address to the County. Upon receipt of a concern, the RRHFA/RRHDSP shall issue a letter to the applicant directing them to contact the Pinellas County Human Services Contract Manager.
- ii. 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 the RRHFA/RRHDSP and the participant will be flagged and prohibited from further assistance in a Pinellas County Human Services program. The County will provide written notification to the participant of the findings and their subsequent ineligibility.
- 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, RRHFA/RRHDSP shall issue a letter to the applicant directing them to contact Judi Anderson of Pinellas County Human Services at (727) 464-8400.
- 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.

#### **c. 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.
- iii. At the discretion of either Executive Director, a request for assistance by an eligible employee of a RRH provider, 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.

### **6. MEASURES, OUTCOMES & REPORTS**

- o **Rapid Rehousing Program Goals include:**
  - Reducing the time households are homeless – 30% of the households will access permanent housing within 30 days
  - Increasing exits to permanent housing – 80% of assisted households will exit to permanent housing
  - Increasing income through education, entitlements and/or employment-- 60% of participants
  - Maintaining permanent housing six months after exit from program- 80% of participants
  - Maintaining permanent housing one year after exit from program- 70% of participants
- o **Rapid Rehousing Direct Service Provider Performance Measures Include:**

- Number of households enrolled in the program
  - Average SPDAT score of households served
  - Number of households receiving case management/case plan within one week of program entry
  - Average length of time to permanently house a household
  - Number of households exiting program to permanent housing
  - Number of households permanently housed within 30, 60, 90 days or less
- 
- Number of households which did NOT return to homelessness within six (6) and twelve (12) months of exit
  - Number households with increased earned or non-earned income
  - Number of new landlords agreeing to be contacted by HLA/www.FloridaHousingSearch.org
  - Average length of time for on-going case management after temporary financial assistance is no longer being provided
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- **Rapid Rehousing Fiscal Administrator Performance Measures Include:**
    - Average length of time to process complete applications
    - Average length of time from processing complete application to issue of payment
    - Responsiveness to Housing Specialist/Navigator and Rapid Rehousing Case Manager inquiries
    - Compliance with Pinellas Homeless Management Information Systems (PHMIS) and Fund Manager Data Entry
    - Identification of additional and most appropriate funding sources
    - Timely payment of initial and on-going financial support (on or before due date or established processing time)
    - Continued verification of residency and eligibility via landlord and CM
    - Maintenance of RRH Fund
    - Compliance with eligibility and documentation requirements

Required service delivery outcomes may be amended to ensure compliance and achievement of County and community goals.

Data Sharing Agreement

WHEREAS, homelessness, substance abuse, mental health services, and human services are issues which cross many systems; and

WHEREAS, Pinellas County is interested in including program and service related information in the Pinellas County Data Collaborative (hereinafter referred to as (“Data Collaborative”)), to better understand cross-system involvement; and

WHEREAS, organizations within Pinellas County are interested in understanding the extent that client populations move within systems to better serve the population needs; and

WHEREAS, the County is a member of the Data Collaborative; and

WHEREAS, the Data Collaborative has the ability to receive and analyze data in a secure manner to provide valuable system information.

NOW, THEREFORE in consideration of the following agreements, the parties do hereby covenant and agree to the following:

1. The Agency will provide program information to include operational, fiscal, client service, and other program information in electronic format to the County for the sole purpose of research and policy development. This information will be provided quarterly or on an as needed basis as defined by the County.
2. This information will be crossed through the Data Collaborative with systems containing state and local information about involvement in criminal justice, human services, mental health, substance abuse, EMS and other systems as available for the sole purpose of understanding cross-system involvement for policy and planning.
3. The County will assure that the information used by the Data Collaborative will not be released, shared, or transferred in an identifiable manner to any organization and will be stored in a HIPAA compliant location.
4. The County will assure that confidential nature of any and all information with respect to any records and reports created or disseminated is maintained. The Parties also agree that the information will be used only for the purpose for which it was provided.
5. Modification of this agreement shall be made only by the consent of both Parties and shall include a written document setting forth the modifications and signed by both Parties. This agreement may be terminated with 30 days written notice to the other party.
6. The Parties shall assist in the investigation of injury or damages for or against either party pertaining to their respective areas of responsibility or activities under this contract and shall contact the other party regarding the legal actions deemed appropriate to remedy such damage or claims.

## HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement (hereinafter referred to as AGREEMENT) is entered into by and between Pinellas County, a political subdivision of the State of Florida (hereinafter referred to as COVERED ENTITY) and the business associate named on the signature page hereof (hereinafter referred to as BUSINESS ASSOCIATE) (each hereinafter referred to as PARTY and collectively hereinafter referred to as the PARTIES) on this \_\_\_\_ day of \_\_\_\_\_, 2021.

**WHEREAS**, BUSINESS ASSOCIATE performs functions, activities, or services for, or on behalf of COVERED ENTITY, and BUSINESS ASSOCIATE receives, has access to or creates Health Information in order to perform such functions, activities or services; and

**WHEREAS**, COVERED ENTITY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated there under (hereinafter referred to as HIPAA), including but not limited to, the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information found at 45 Code of Federal Regulations Parts 160, 162 and 164; and

**WHEREAS**, HIPAA requires COVERED ENTITY to enter into a contract with BUSINESS ASSOCIATE to provide for the protection of the privacy and security of Health Information, and HIPAA prohibits the disclosure to or use of Health Information by BUSINESS ASSOCIATE if such a contract is not in place; and

**WHEREAS**, as a result of the requirements of the Health Information Technology for Economic and Clinical Health Act (hereinafter referred to as HITECH ACT), as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the U.S. Department of Health and Human Services (hereinafter referred to as SECRETARY), all as amended from time to time, the PARTIES agree to this AGREEMENT in order to document the PARTIES' obligations under the HITECH ACT.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the PARTIES agree as follows:

### ARTICLE I DEFINITIONS

1.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean

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1.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Pinellas County by and through its Department of Human Services.

1.3 “Disclose” and “Disclosure” shall mean, with respect to Health Information, the release, transfer, provision of access to, or divulging in any other manner of Health Information outside BUSINESS ASSOCIATE’s internal operations or to other than its employees.

1.4 “Health Information” shall mean information that: (a) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) is received by BUSINESS ASSOCIATE from or on behalf of COVERED ENTITY, or is created by BUSINESS ASSOCIATE, or is made accessible to BUSINESS ASSOCIATE by COVERED ENTITY.

1.5 “HIPAA Rules”. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.6 “Privacy Regulations” shall mean the Standards for Privacy of Covered Individually Identifiable Health Information, 45 Code of Federal Regulations Parts 160 and 164, promulgated under HIPAA.

1.7 “Services” shall mean the services provided by BUSINESS ASSOCIATE pursuant to the Underlying Agreement, or if no such agreement is in effect, the services BUSINESS ASSOCIATE performs with respect to the COVERED ENTITY.

1.8 “Underlying Agreement” shall mean the services agreement executed by the COVERED ENTITY and BUSINESS ASSOCIATE, if any.

1.9 “Use” or “Uses” shall mean, with respect to Health Information, the sharing, employment, application, utilization, examination or analysis of such Health Information within BUSINESS ASSOCIATE’s internal operations.

1.10 Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use, unless otherwise specifically defined or referred under this Agreement.

## **ARTICLE II OBLIGATIONS OF BUSINESS ASSOCIATE**

2.1 Initial Effective Date of Performance. The obligations created under this AGREEMENT shall become effective immediately upon execution of this AGREEMENT or the agreement to which it is appended.

2.2 Obligations and Activities of Business Associate. Business Associate agrees to:

- a. Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law.
- b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.
- c. Report to covered entity any unauthorized acquisition, access, use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware.
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- e. Make available protected health information in a designated record set to the COVERED ENTITY as necessary to satisfy covered entity's obligations under 45 CFR 164.524.
- f. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526.
- g. Maintain and make available the information required to provide an accounting of disclosures to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.528.
- h. To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s).
- i. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

2.3 Permitted Uses and Disclosures of Health Information. BUSINESS ASSOCIATE is authorized to:

- a. Use and Disclose Health Information as necessary to perform Services for, or on behalf of COVERED ENTITY.

b. Use Health Information to create aggregated or de-identified information consistent with the requirements of the Privacy Regulations.

c. Use or Disclose Health Information (including aggregated or de-identified information) as otherwise directed by COVERED ENTITY provided that COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose Health Information in a manner that would not be permissible if done by COVERED ENTITY.

d. To the extent required by the HITECH ACT, BUSINESS ASSOCIATE shall limit its use, disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended use, disclosure or request, respectively. Effective on the date the SECRETARY issues guidance on what constitutes “minimum necessary” for purposes of HIPAA, BUSINESS ASSOCIATE shall limit its use, disclosure or request of PHI to only the minimum necessary as set forth in such guidance.

e. BUSINESS ASSOCIATE shall not use Health Information for any other purpose that would violate Subpart E of 45 CFR Part 164, except that if necessary, BUSINESS ASSOCIATE may use Health Information for the proper management and administration of BUSINESS ASSOCIATE or to carry out its legal responsibilities; provided that any use or disclosure described herein will not violate the Privacy Regulations or Florida law if done by COVERED ENTITY. Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may disclose Health Information for the proper management and administration of the BUSINESS ASSOCIATE, provided that with respect to any such disclosure either: (a) the disclosure is required by law (within the meaning of the Privacy Regulations) or (b) the disclosure would not otherwise violate Florida law and BUSINESS ASSOCIATE obtains reasonable written assurances from the person to whom the information is to be disclosed that such person will hold the information in confidence and will not use or further disclose such information except as required by law or for the purpose(s) for which it was disclosed by BUSINESS ASSOCIATE to such person, and that such person will notify BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Compliance with Security Provisions. BUSINESS ASSOCIATE shall:

a. Implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312.

b. Implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316.

c. Be in compliance with all requirements of the HITECH ACT related to security and applicable as if BUSINESS ASSOCIATE were a covered entity, as such term is defined in HIPAA.

d. BUSINESS ASSOCIATE shall use its best efforts to implement and maintain technologies and methodologies that render PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH ACT.

2.5 Compliance with Privacy Provisions. BUSINESS ASSOCIATE shall only use and disclose PHI in compliance with each applicable requirement of 45 CFR § 164.504(e). BUSINESS ASSOCIATE shall comply with all requirements of the HITECH ACT related to privacy and applicable as if BUSINESS ASSOCIATE were a covered entity, as such term is defined in HIPAA.

2.6 Mitigation. BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of a use or disclosure of Health Information by BUSINESS ASSOCIATE in violation of the requirements of this AGREEMENT.

2.7 Breach of Unsecured PHI. The provisions of this Section are effective with respect to the discovery of a breach of unsecured PHI occurring on or after September 23, 2009.

a. With respect to any unauthorized acquisition, access, use or disclosure of COVERED ENTITY's PHI by BUSINESS ASSOCIATE, its agents or subcontractors, BUSINESS ASSOCIATE shall:

- 1) Investigate such unauthorized acquisition, access, use or disclosure;
- 2) Determine whether such unauthorized acquisition, access, use or disclosure constitutes a reportable breach under the HITECH ACT; and
- 3) Document and retain its findings under clauses 1) and 2) of this Section.

b. BUSINESS ASSOCIATE shall notify COVERED ENTITY of all suspected breaches within five (5) business days of discovery. If the BUSINESS ASSOCIATE discovers that a reportable breach has occurred, BUSINESS ASSOCIATE shall notify COVERED ENTITY of such reportable breach in writing within three (3) days of the date BUSINESS ASSOCIATE discovers and determines that such breach is reportable. BUSINESS ASSOCIATE shall notify COVERED ENTITY immediately upon discovering a reportable breach of more than 500 individuals.

c. BUSINESS ASSOCIATE shall be deemed to have discovered a breach as of the first day that breach is either known to BUSINESS ASSOCIATE or any of its employees, officers or agents, other than the person who committed the breach, or by

through exercise of reasonable diligence, should have been known to BUSINESS ASSOCIATE or any of its employees, officers or agents, other than the person who committed the breach.

d. To the extent the information is available to BUSINESS ASSOCIATE, it's written notice shall include the information required by 45 CFR §164.410.

e. BUSINESS ASSOCIATE shall promptly supplement the written report with additional information regarding the breach as it obtains such information.

f. BUSINESS ASSOCIATE shall cooperate with COVERED ENTITY in meeting the COVERED ENTITY's obligations under the HITECH ACT with respect to such breach. COVERED ENTITY shall have sole control over the timing and method of providing notification of such breach to the affected individual(s), the SECRETARY and, if applicable, the media, as required by the HITECH ACT.

g. BUSINESS ASSOCIATE shall reimburse COVERED ENTITY for its reasonable costs and expenses in providing the notification, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, and costs of mitigating the harm for affected individuals whose PHI has or may have been compromised as a result of the breach. In order to be reimbursed by BUSINESS ASSOCIATE, COVERED ENTITY must provide to BUSINESS ASSOCIATE a written accounting of COVERED ENTITY's actual costs and to the extent applicable, copies of receipts or bills with respect thereto.

2.8 Availability of Internal Practices, Books and Records. BUSINESS ASSOCIATE agrees to make its internal practices, books and records relating to the use and disclosure of Health Information available to the SECRETARY, for purposes of determining COVERED ENTITY's compliance with the Privacy Regulations.

2.9 Agreement to Restriction on Disclosure. If COVERED ENTITY is required to comply with a restriction on the disclosure of PHI pursuant to Section 13405 of the HITECH ACT, then COVERED ENTITY shall, to the extent needed to comply with such restriction, provide written notice to BUSINESS ASSOCIATE of the name of the individual requesting the restriction and the PHI affected thereby. BUSINESS ASSOCIATE shall, upon receipt of such notification, not disclose the identified PHI to any health plan for the purposes of carrying out payment or health care operations, except as otherwise required by law.

2.10 Accounting of Disclosures. Upon COVERED ENTITY's request, BUSINESS ASSOCIATE shall:

a. Provide to COVERED ENTITY an accounting of each disclosure of Health Information made by BUSINESS ASSOCIATE or its employees, agents, representatives or subcontractors as required by the Privacy Regulations. For each Disclosure that requires an accounting under this Section 2.10, BUSINESS ASSOCIATE

shall track the information required by the Privacy Regulations, and shall securely maintain the information for six (6) years from the date of the Disclosure.

b. If BUSINESS ASSOCIATE is deemed to use or maintain an Electronic Health Record on behalf of COVERED ENTITY, then BUSINESS ASSOCIATE shall maintain an accounting of any disclosures made through an Electronic Health Record for treatment, payment and health care operations, as applicable. Such accounting shall comply with the requirements of the HITECH ACT.

c. Upon request by COVERED ENTITY, BUSINESS ASSOCIATE shall provide such accounting to COVERED ENTITY in the time and manner specified by the HITECH ACT.

d. Where COVERED ENTITY responds to an individual's request for an accounting of disclosures made through an Electronic Health Record by providing the requesting individual with a list of all business associates acting on behalf of COVERED ENTITY; BUSINESS ASSOCIATE shall provide such accounting directly to the requesting individual in the time and manner specified by the HITECH ACT.

2.11 Use of Subcontractors and Agents. BUSINESS ASSOCIATE shall require each of its agents and subcontractors that receive Health Information from BUSINESS ASSOCIATE to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this AGREEMENT with respect to such Health Information.

2.12 Access to Electronic Health Records.

a. If BUSINESS ASSOCIATE is deemed to use or maintain an Electronic Health Record on behalf of COVERED ENTITY with respect to PHI, BUSINESS ASSOCIATE shall provide an individual with a copy of the information contained in such Electronic Health Record in an electronic format and, if the individual so chooses, transmit such copy directly to an entity or person designated by the individual upon request, to the extent an individual has the right to request a copy of the PHI maintained in such Electronic Health Record pursuant to 45 CFR § 164.524 and makes such a request to BUSINESS ASSOCIATE.

b. BUSINESS ASSOCIATE may charge a fee to the individual for providing a copy of such information, but such fee may not exceed BUSINESS ASSOCIATE's labor costs in responding to the request for the copy.

c. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI shall otherwise apply and BUSINESS ASSOCIATE shall comply therewith as if BUSINESS ASSOCIATE were the COVERED ENTITY.

d. At COVERED ENTITY's request, BUSINESS ASSOCIATE shall provide COVERED ENTITY with a copy of an individual's PHI maintained in an

Electronic Health Record in an electronic format in a time and manner designated by COVERED ENTITY in order for COVERED ENTITY to comply with 45 CFR § 164.524, as amended by the HITECH ACT.

2.13 Limitations on Use of PHI for Marketing Purposes.

a. BUSINESS ASSOCIATE shall not use or disclose PHI for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication:

- 1) Complies with the requirements the definition of marketing contained in 45 CFR § 164.501; and
- 2) Complies with the requirements of Subparagraphs a, b or c of Section 13406(a)(2) of the HITECH ACT.

b. COVERED ENTITY shall cooperate with BUSINESS ASSOCIATE to determine if the foregoing requirements are met with respect to any such marketing communication.

**ARTICLE III  
TERM AND TERMINATION**

3.1 Term. Subject to the provisions of Sections 3.2 and 3.3, the term of this AGREEMENT shall be the term of the Underlying Agreement.

3.2 Termination of AGREEMENT.

a. Upon becoming aware of a pattern of activity or practice of either PARTY that constitutes a material breach or violation of obligations under the AGREEMENT, the non-breaching PARTY shall immediately notify the PARTY in breach.

b. Notification shall be provided in writing and shall specify the nature of the breach.

c. With respect to such breach or violation, upon receiving notice of the violation the non-breaching PARTY shall:

- 1) Allow the breaching PARTY thirty (30) days to take reasonable steps to cure such breach or end such violation; and
- 2) Terminate this AGREEMENT, if cure is either not possible or unsuccessful; and
- 3) Report the breach or violation to the SECRETARY if such termination is not feasible.

d. Upon termination of this AGREEMENT for any reason, BUSINESS ASSOCIATE shall return or destroy all PHI consistent with Section 3.4 as follows:

1) BUSINESS ASSOCIATE shall destroy PHI in a manner that renders the PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH ACT and shall certify in writing to COVERED ENTITY that such PHI has been destroyed in compliance with such standards; or

2) Return of PHI shall be made in a mutually agreed upon format and timeframe and at no additional cost to BUSINESS ASSOCIATE.

e. Where return or destruction are not feasible, BUSINESS ASSOCIATE shall continue to extend the protections of the AGREEMENT to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible.

3.3 Termination for Breach. COVERED ENTITY may terminate the Underlying Agreement and this AGREEMENT upon thirty (30) days written notice in the event: (a) BUSINESS ASSOCIATE does not promptly enter into negotiations to amend this AGREEMENT when requested by COVERED ENTITY pursuant to Section 4.2 or (b) BUSINESS ASSOCIATE does not enter into an amendment to this AGREEMENT providing assurances regarding the safeguarding of Health Information that the COVERED ENTITY, deems sufficient to satisfy the standards and requirements of HIPAA and the HITECH ACT.

3.4 Disposition of Health Information Upon Termination or Expiration. Upon termination or expiration of this AGREEMENT, BUSINESS ASSOCIATE shall either return or destroy, in COVERED ENTITY's sole discretion and in accordance with any instructions by COVERED ENTITY, all Health Information in the possession or control of BUSINESS ASSOCIATE and its agents and subcontractors. In such event, BUSINESS ASSOCIATE shall retain no copies of such Health Information. If BUSINESS ASSOCIATE determines that neither return nor destruction of Health Information is feasible, BUSINESS ASSOCIATE shall notify COVERED ENTITY of the conditions that make return or destruction infeasible, and may retain Health Information provided that BUSINESS ASSOCIATE: (a) continues to comply with the provisions of this AGREEMENT for as long as it retains Health Information, and (b) further limits uses and disclosures of Health Information to those purposes that make the return or destruction of Health Information infeasible.

#### **ARTICLE IV MISCELLANEOUS**

4.1 Indemnification. Notwithstanding anything to the contrary in the Underlying Agreement, BUSINESS ASSOCIATE agrees to indemnify, defend and hold harmless COVERED ENTITY and COVERED ENTITY's employees, directors, officers, subcontractors or agents against all damages, losses, lost profits, fines, penalties, costs or expenses (including

reasonable attorneys' fees) and all liability to third parties arising from any breach of this AGREEMENT by BUSINESS ASSOCIATE or its employees, directors, officers, subcontractors, agents or other members of BUSINESS ASSOCIATE's workforce. BUSINESS ASSOCIATE's obligation to indemnify shall survive the expiration or termination of this AGREEMENT.

4.2 Amendment to Comply with Law. The PARTIES acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this AGREEMENT may be required to provide for procedures to ensure compliance with such developments. The PARTIES specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH ACT and other applicable laws relating to the security or confidentiality of Health Information. The PARTIES understand and agree that COVERED ENTITY must receive satisfactory written assurance from BUSINESS ASSOCIATE that BUSINESS ASSOCIATE will adequately safeguard all Health Information that it receives or creates on behalf of COVERED ENTITY. Upon COVERED ENTITY's request, BUSINESS ASSOCIATE agrees to promptly enter into negotiations with COVERED ENTITY, concerning the terms of any amendment to this AGREEMENT embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH ACT or other applicable laws.

4.3 Modification of Agreement. No alteration, amendment, or modification of this AGREEMENT shall be valid or effective unless in writing and signed the PARTIES.

4.4 Non-Waiver. A failure of any PARTY to enforce at any time any term, provision or condition of this AGREEMENT, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein. Waiver of any term, provision or condition of this AGREEMENT shall not be valid unless in writing, signed by the waiving PARTY and only to the extent set forth in such writing.

4.5 Agreement Drafted By All Parties. This AGREEMENT is the result of arm's length negotiations between the PARTIES and shall be construed to have been drafted by all PARTIES such that any ambiguities in this AGREEMENT shall not be construed against either PARTY.

4.6 Severability. If any provision of this AGREEMENT is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

4.7 No Third Party Beneficiaries. There are no third party beneficiaries to this AGREEMENT.

4.8 Counterparts. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original and will become effective and binding upon the PARTIES as of the effective date at such time as all the signatories hereto have signed a counterpart of this AGREEMENT.

4.9 Notices. The PARTIES designate the following to accept notice on their behalf:

If to BUSINESS ASSOCIATE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to COVERED ENTITY:

Abigail Stanton, HIPAA Privacy Officer  
440 Court Street, 2<sup>nd</sup> Floor  
Clearwater, FL 33756

4.10 Applicable Law and Venue. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. 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 courts located in or nearest to Pinellas County, Florida.

4.11 Interpretation. This AGREEMENT shall be construed in a manner that will cause the PARTIES to comply with the requirements of HIPAA and the HITECH ACT.

**IN WITNESS WHEREOF,** each of the undersigned has caused this AGREEMENT to be duly executed in its name and on its behalf effective as of this \_\_\_\_ day of \_\_\_\_\_, 2021.

**COVERED ENTITY:**

**BUSINESS ASSOCIATE:**

Pinellas County Human Services

\_\_\_\_\_

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

**APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY**

By: \_\_\_\_\_  
Senior Assistant County Attorney

## EXHIBIT B

## INSURANCE REQUIREMENTS

1. **LIMITATIONS ON LIABILITY.** Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
3. **INSURANCE:**

Proposer must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your submittal being deemed non-responsive.

The contracted Proposer shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. 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.

- a) Proposal submittals should include, the Proposer's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, Proposer shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

## EXHIBIT B

## INSURANCE REQUIREMENTS

- b) Proposer shall email certificate that is compliant with the insurance requirements to [lnowacki@pinellascounty.org](mailto:lnowacki@pinellascounty.org). If certificate received with bid was a compliant certificate no further action may be necessary. 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 d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.** The certificate must name Pinellas County, a Political Subdivision of the State of Florida **400 S fort Harrison Avenue Clearwater, FL 33756**, as certificate holder. Certificate marked "Sample", or blank certificate holder information are not compliant.
- c) Approval by the County of any Certificate(s) 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(s) 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 endorsement(s), at any time during the RFP and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org) and to CTrax c/o JDi Data at [PinellasSupport@ididata.com](mailto:PinellasSupport@ididata.com) by the Proposer or their agent prior to the expiration date.,
- (1) Proposer 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 Proposer from its insurer. Notice shall be given by email to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org). Nothing contained herein shall absolve Proposer of this requirement to provide notice.
- (2) Should the Proposer, 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 Proposer for such purchase or offset the cost against amounts due to proposer for services completed. 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.
- f) 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.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*

## EXHIBIT B

## INSURANCE REQUIREMENTS

- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
  - (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 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.
  - (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(s) 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(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, 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 Proposer to be in default and take such other protective measures as necessary.

EXHIBIT B

INSURANCE REQUIREMENTS

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

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

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. **No exclusions for physical abuse or sexual harassment.**

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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(4) 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

EXHIBIT B

INSURANCE REQUIREMENTS

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.

- (5) 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.

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

EXHIBIT C

PAYMENT SCHEDULE

Monthly Program Cost	x Twelve Months	Annual Program Cost	5- Year	Total 5-Year Contract Amount
\$49,050.00	X 12	\$588,600.00	X 5	\$2,943,000.00

Optional Additional Service Buy-In for Municipalities and other funders

Additional Case Management	Monthly Program Cost	x Twelve Months	5- Year	Total Annual Contract Amount
Caseload = 25	\$16,968.63	\$203,623.56	n/a	\$203,623.56

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](http://www.pinellascounty.org/purchase).

## EXHIBIT E

**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 E

**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.