HUMAN SERVICES FUNDING AGREEMENT

Legistar ID Number: 20-1203A

THIS AGREEMENT (Agreement), effective upon the date executed below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**COUNTY**," and **CATHOLIC CHARITIES DIOCESE OF ST. PETERSBURG, INC.**, a non-profit Florida corporation, whose address is 1213 16th Street North, St. Petersburg, Florida 33705, hereinafter called the "**AGENCY**."

WITNESSETH:

WHEREAS, the **AGENCY** provides temporary housing, employment opportunities, access to health care and various other homeless services in a manner that is beneficial to both the **COUNTY** and to the homeless population living within Pinellas County; and

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

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

WHEREAS, the local Continuum of Care (COC) has passed a resolution requiring permanent housing projects to operate under a Housing First philosophy; and

WHEREAS, the COC encourages and supports all programs that serve homeless individuals and families to operate from a Housing First model; and

WHEREAS, the COUNTY supports the COC and its Housing First model; and

WHEREAS, the **COUNTY** is committed to working closely with the **AGENCY** to support continued incorporation of Housing First best practices;

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

1. Scope of Services.

The **AGENCY** shall provide the following services:

- a) Hire and provide staff and operational support for Pinellas Hope I, a 240-unit emergency homeless shelter located in central Pinellas County.
- b) Provide shelter and services to homeless individuals including: safe, temporary housing; meals and/or access to food; access to restrooms, showers, and other basic health and hygiene needs; case management services including connections to employment opportunities and other sources of income; and access to healthcare.
- c) Screen all intakes for diversion assistance and connect to diversion resources, if appropriate.
- d) Establish a housing-focused case plan within (5) days of intake for all clients.
- e) Perform a Vulnerability Index- Service Prioritization Decision Assistance Tool (VI-SPDAT) for all clients within the time frames indicated by the local Continuum of Care.
- f) Demonstrate active efforts to comply with Housing First principles, including quarterly updates on intake procedures, efforts to reduce or remove barriers to entry, and efforts to connect clients with permanent housing.
- g) Operate Pinellas Hope I in a manner consistent with improving the quality of life and quality of services to homeless individuals in Pinellas County to achieve personal independence.

2. Term of Agreement.

The services of the **AGENCY** shall commence on October 1, 2020 and the agreement shall expire on September 30, 2023. Parties reserve the right to renew this agreement for up to one (1) additional two-year term, which shall be mutually agreed upon in writing by the Parties.

3. Compensation.

- a) The COUNTY agrees to pay the AGENCY an amount not to exceed FIVE HUNDRED THOUSAND DOLLARS AND NO/100 (\$500,000.00) per fiscal year for the services described in Section 1 of this Agreement.
- All requests for reimbursement payments must be submitted on a monthly basis and shall consist of an invoice for the monthly amount, signed by an authorized AGENCY representative, and accompanied by documentation including the cost of services provided, invoices, receipts, and/or copies of time slips or pay stubs which verify the services for which reimbursement is sought, as applicable and required by COUNTY. Invoices shall be sent electronically to the Contract Manager on a monthly basis within thirty (30) days of the end of the month. The COUNTY shall not reimburse the AGENCY for any expenditures in excess of the amount budgeted without prior approval or notification. Invoicing due dates may be shortened as necessary to meet fiscal year deadlines or grant requirements. COUNTY shall not reimburse AGENCY for any expenditures in excess of the amount budgeted without prior approval or notification.
- c) The **COUNTY** shall reimburse to the **AGENCY** in accordance with the Florida Prompt Payment Act upon receipt of invoice and required documentation. When the required documentation and/or reports are incomplete or untimely, the **COUNTY** may withhold payment until such time as the **COUNTY** accepts the remedied documentation and/or reports.
- d) Any funds used in conjunction with travel must be made in accordance with Florida Statute 112.061 or other policies as may be approved by Pinellas County Human Services in advance of travel.
 - e) Any funds expended in violation of this Agreement or in violation of appropriate

Federal, State, and County requirements shall be refunded in full to the **COUNTY**. If this Agreement is still in force, future payments may be withheld by the **COUNTY**.

f) AGENCY shall track program income generated from services provided under this Agreement and provide a report on program income to the COUNTY with each invoice submission. AGENCY shall reinvest the program income into the program as approved by the COUNTY and/or deduct the program income from reimbursement requests. AGENCY shall provide COUNTY with program income policy as applicable.

4. Performance Measures.

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

5. Housing First and Coordinated Entry.

- a) AGENCY agrees to support the Housing First philosophy and participate in coordinated entry as established and implemented by the local Continuum of Care.
- b) AGENCY agrees to operate from a low-barrier model, defined as homeless assistance that prioritizes rapid placement and stabilization in permanent housing and does not have preconditions and barriers to entry such as sobriety, treatment and service participation requirements, or minimum income threshold.

- c) AGENCY agrees to provide COUNTY with an annual Housing First/Low Barrier Questionnaire as adopted by the HLB at the start of each contract period.
 - d) AGENCY agrees to demonstrate status and efforts of the Housing First model.

6. Pinellas Homeless Management Information System (PHMIS).

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

7. 211 Tampa Bay Cares Database.

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

8. <u>Multiparty Release of Information Form.</u>

As a condition of receipt of a funding award from Pinellas County, the **AGENCY** agrees to use and promote the use of a standard, community-wide Patient Authorization for Disclosure of Health Information - Multiparty Release of Information Form, upon request. The release covers general medical as well as Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), psychiatric, psychological, substance abuse information from medical record(s) in accordance with Florida Statutes 394.459, 381.004, 395.3025, and 90.503; 42 CFR, Part 2; and the Health Insurance Portability and Accountability act of 1996 (HIPAA) 45 CFR parts 160 and 164.

9. Data Sharing.

The AGENCY agrees to share data as outlined in the Data Sharing Agreement, incorporated by reference hereto and attached as Attachment 1, and to and provide program and other information in an electronic format to the COUNTY for the sole purpose of data collection,

research and policy development.

10. Monitoring.

- a) AGENCY will comply with COUNTY and departmental policies and procedures.
- b) AGENCY will cooperate in monitoring site visits including, but not limited to, review of staff, fiscal and client records, programmatic documents, and will provide related information at any reasonable time.
- c) AGENCY will submit other reports and information in such formats and at such times as may be prescribed by the COUNTY.
- d) AGENCY will submit reports on any monitoring of the program funded in whole or in part by the COUNTY that are conducted by federal, state or local governmental agencies or other funders.
- e) If the **AGENCY** receives accreditation reviews, each accreditation review will be submitted to the **COUNTY** after receipt by **AGENCY**.
- f) All monitoring reports will be as detailed as may be reasonably requested by the COUNTY and will be deemed incomplete if not satisfactory to the COUNTY as determined in its sole reasonable discretion. Reports will contain the information or be in the format as may be requested by the COUNTY. If approved by the COUNTY, the COUNTY will accept a report from another monitoring agency in lieu of reports customarily required by the COUNTY.

11. Documentation.

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

- a. Articles of Incorporation
- b. AGENCY By-Laws

- c. Past 12 months of financial statements and receipts
- d. Membership list of governing board
- e. All legally required licenses
- f. Latest agency financial audit and management letter
- g. Biographical data on the AGENCY chief executive and program director
- h. Equal Employment Opportunity Program
- i. Inventory system (equipment records)
- j. IRS Status Certification/501 (c) (3)
- k. Current job descriptions for staff positions
- 1. Match documentation

12. Emergency, Disaster, or Critical Event Response.

Community partners are critical to effective community response in a disaster. **AGENCY** must effectively prepare their organization for continuity of continued services as necessary prior, during, and post disaster and must be ready to respond to community needs as determined appropriate and necessary by the **COUNTY** under this agreement. At a minimum, this may include:

- a) AGENCY will work with the COUNTY, through its Human Services and Emergency Management Departments, to prepare and respond in the event of an emergency, disaster, or critical event response.
- b) AGENCY will work on its Continuity of Operations Plan and Disaster Response Plan in coordination with the COUNTY, as set forth above, including staffing plans where necessary and appropriate. A copy will be provided to the COUNTY each year prior to June 1st or otherwise upon request.

- c) The **COUNTY** agrees to support previously approved funded programs for a period of at least sixty (60) days after a disaster has been declared, provided the program agrees to address needs for disaster response and recovery efforts as directed by the **COUNTY**, unless otherwise indicated by a superseding authority such as state or federal government or licensing body. This period may be extended within the current contract period at the discretion of the Human Services Director.
- d) The **COUNTY** will seek to leverage the contracted skills and services of the **AGENCY**, as appropriate or applicable; however, other duties may be assigned as required by the **COUNTY** for response. This may include reassignment of **COUNTY** funded staff and resources under the agreement or other dedicated **AGENCY** assistance to aid with community response.
 - e) Cooperative plans regarding preparedness and emergency event operations will be developed and maintained by the COUNTY and AGENCY as necessary for response. These plans will be implemented using the County's established activation process for events. For man-made or sudden onset events the COUNTY and AGENCY will discuss community impacts and decide how best to meet the community's response. Along with immediate response, AGENCY agrees to participate in follow-up activities to help stabilize the community in a coordinated manner such as resource connection events, outreach, and adjustments to service delivery to meet needs.
 - f) If **AGENCY** is unwilling to perform per sections 11(a-e), payments may be withheld at the direction of the Director of Human Services until operations continue.
 - g) AGENCY will track and maintain detailed operational records when activated.

13. **Special Situations.**

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

14. Amendment/Modification.

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

15. <u>Cancellation.</u>

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

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

16. Assignment/Subcontracting.

- a) This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.
- b) The **AGENCY** is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. The **AGENCY** shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the **COUNTY**, without the prior written consent of the **COUNTY**, which shall be determined by the **COUNTY** in its sole discretion.

17. Non-Exclusive Services.

During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

18. Indemnification.

The AGENCY 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 AGENCY; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY.

19. **HIPAA**.

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

20. Insurance.

The AGENCY shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment 2, and provide a Certificate of Insurance to the **COUNTY**. The insurance requirements shall remain in effect throughout the term of this Agreement.

21. Public Entities Crimes.

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

22. Business Practices.

- a) The **AGENCY** shall utilize financial procedures in accordance with generally accepted accounting procedures and Florida Statutes, including adequate supporting documents, to account for the use of funds provided by the **COUNTY**.
- b) The **AGENCY** shall retain all records (programmatic, property, personnel, and financial) relating to this Agreement for three (3) years after final payment is made.
- c) All **AGENCY** records relating to this Agreement shall be subject to audit by the **COUNTY** and the **AGENCY** shall provide an independent audit to the **COUNTY**, if so requested by the **COUNTY**.

23. Public Records.

The **AGENCY** 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. The **AGENCY** 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 the **AGENCY** policies, including but not limited to the Section 119.0701, Florida Statutes. Specifically, section 119.0701 requires **AGENCY** perform the following:

- 1. Keep and maintain public records required by the **COUNTY** to perform the service.
- 2. Upon request from the **COUNTY**'s custodian of public records, provide the **COUNTY** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the **AGENCY** does not transfer the records to the **COUNTY**.
- 4. Upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of the AGENCY or keep and maintain public records required by the COUNTY to perform the service. If the contractor transfers all public records to the COUNTY upon completion of the contract, the AGENCY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the contract, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's public agency's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF THE **AGENCY** HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE **AGENCY**'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Public Records Liaison 440 Court St., 2nd Floor Clearwater, FL 33756 astanton@pinellascounty.org (727) 464-8437

24. Nondiscrimination.

- a) The **AGENCY** shall not discriminate against any applicant for employment or employee with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment or against any client because of age, sex, race, ethnicity, color, religion, national origin, disability, marital status, or sexual orientation.
- b) The **AGENCY** shall not discriminate against any person on the basis of age, sex, race, ethnicity, color, religion, national origin, disability, marital status or sexual orientation in admission, treatment, or participation in its programs, services and activities.
- c) The **AGENCY** shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.
- d) At no time will clients served under this Agreement be segregated or separated in a manner that may distinguish them from other clients being served by the **AGENCY**.

25. Interest of Members of County and Others.

No officer, member, or employee of the **COUNTY**, and no member of its governing body, and no other public official of the governing body of any locality in which the program is situated or being carried out who exercises any functions or responsibility in the review or approval of the

undertaking or carrying out of this program, shall participate in any decisions relating to this Agreement which affect his/her personal interest or the interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested; nor shall any such officer, member, or employee of the **COUNTY**, or any member of its governing body, or public official of the governing body of any locality in which the program is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this program, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

26. Conflict of Interest.

The AGENCY 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 AGENCY is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the AGENCY may identify the prospective business association, interest or circumstance, the nature of work that the AGENCY 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 AGENCY. The COUNTY agrees to notify the AGENCY of its opinion within (10) calendar days of receipt of notification by the AGENCY, which shall be binding on the AGENCY.

27. <u>Independent Contractor.</u>

It is expressly understood and agreed by the parties that **AGENCY** is at all times hereunder acting and performing as an independent contractor and not as an agent, servant, or employee of the **COUNTY**. No agent, employee, or servant of the **AGENCY** shall be, or shall be deemed to be, the agent or servant of the **COUNTY**. None of the benefits provided by the **COUNTY** to their

employees including, but not limited to, Worker's Compensation Insurance and Unemployment Insurance are available from **COUNTY** to the employees, agents, or servants of the **AGENCY**.

28. Non-Expendable Property.

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

- a) The **AGENCY** shall list any non-expendable property purchased by these funds according to description, model, serial number, date of acquisition, and cost.
 - b) The **COUNTY** reserves the right to have its agent personally inspect said property.
- c) The **AGENCY** shall own any non-expendable property purchased by funds from this grant subject to the following conditions:
 - 1. The **AGENCY** shall not sell said property within one year of purchase unless express permission is obtained from the **COUNTY** in writing;
 - 2. The **AGENCY** shall use said property for the purposes of the program herein, or for similar purposes;
 - 3. The **COUNTY** shall have the right to take exclusive possession, control, and all other ownership rights of said property whose value exceeds \$5,000.00 at any time prior to the expiration of this Agreement, if the **AGENCY** violates any provision of this Agreement, or if the **AGENCY** fails to use the property for the purposes of the project herein, or if the **AGENCY** ceases to exist for the purposes of this Agreement; and
 - 4. The **AGENCY** shall reimburse funds to the **COUNTY** totaling a proportional share of the fair value of any non-expendable property purchased by the **AGENCY**

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

29. Additional Funding.

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

30. Governing Law.

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

31. Conformity to the Law.

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

32. Prior Agreement, Waiver, and Severability.

This Agreement supersedes any prior Agreements between the Parties and is the sole basis for agreement between the Parties. The waiver of either party of a violation or default of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent violation or default hereof. If any provision, or any portion thereof, contained in this Agreement

is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

33. Agreement Management.

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

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

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

Maggie Rogers, Executive Director Catholic Charities Diocese of St. Petersburg, Inc. 1213 16th Street North St. Petersburg, Florida 33705

SIGNATURE PAGE FOLLOWS

ATTEST Ken Burke Clerk of Circuit Court By:	PINELLAS COUNTY, FLORIDA, Acting by and through its Board of County Commissioners By: Chairman
ATTEST By: Lyanua Re	CATHOLIC CHARITIES DIOCESE OF ST. PETERSBURG, INC., a non-profit Florida Corporation By:
APPROVED AS TO FORM OFFICE OF COUNTY ATTORNEY By: Assistant County Attorney	

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on

the day and year written below.

APPROVED AS TO FORM

Office of the County Attorney