

BOARD OF COUNTY COMMISSIONERS

DATE: August 6, 2013

AGENDA ITEM NO. 17

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

Approval and Execution of a Funding Agreement with 2-1-1 Tampa Bay Cares, Inc.

Department:

Health and Community Services

Staff Member Responsible:

Gwendolyn Warren, Executive Director,
Department of Health and Human Services

Recommended Action:

I RECOMMEND THAT THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE AND EXECUTE THE ATTACHED FUNDING AGREEMENT WITH 2-1-1 TAMPA BAY CARES, INC. AND AUTHORIZE THE CHAIRMAN TO SIGN AND THE CLERK TO ATTEST.

Summary Explanation/Background:

This funding agreement will provide for the support of essential community services, programs, and activities which are recognized to be in the public interest. 2-1-1 Tampa Bay Cares, Inc. (2-1-1) maintains a staff qualified to address issues and inform callers about available community resources, human services, financial assistance, medical and behavioral healthcare, substance abuse programs and volunteer opportunities.

2-1-1 provides 24-hour access to crisis intervention, counseling, information and referral services on community, human services, mental health and substance abuse programs, and also provides a Community Voice Mail Program for homeless and low income residents, and hosts a centralized private and secure web-based data base for health and human service providers to enter, manage and share client information electronically known as the Tampa Bay Information Network (TBIN).

2-1-1 is also responsible for the coordination of the County's Homeless Management Information System which is an important key in determining the unmet needs of the homeless.

This agreement will be in effect as of October 01, 2013 and continue for a period of twelve (12) months expiring on September 30, 2014, and contains one (1) twelve (12) month option of renewal.

Fiscal Impact/Cost/Revenue Summary:

The total amount of funding for this agreement is in an amount not to exceed \$325,000.00 during the term of this agreement from October 01, 2013 through September 30, 2014. Funding for this agreement will come from the Department of Health and Human Services anticipated 2013-2014 appropriation.

Exhibits/Attachments Attached:



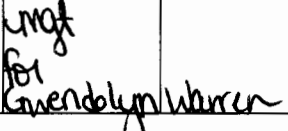
1. Contract Review Transmittal Slip
2. 2-1-1 Funding Agreement
3. Attachment A. - Insurance Requirements

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT: 2-1-1 Tampa Bay Cares, Inc. Funding Agreement	
CONTRACT NO.: N/A	ESTIMATED EXPENDITURE / REVENUE: \$325,000.00 (Circle or underline appropriate choice above.)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

OTHER SPECIFICS RELATING TO THE CONTRACT:

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
Originator: Gwendolyn Warren	6/7/13			
Risk Mgmt: Virginia Holscher 01/11/13	6/11/13	REH	see attachment	
Finance:** Cassandra Williams	6/17/13	CW		
OMB:** Eric Naughton-	N/A			
Legal: Carl Brody	6/17/13			
Executive Director: Gwendolyn Warren	6/20/13			

Please return to Katherine Baird Adams By: ASAP.

All inquiries should be made to Katherine Baird Adams ext.4-8438.

** See Contract Review Process

2-1-1 TAMPA BAY CARES, INC. FUNDING AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 2013, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter called the "County" and 2-1-1 TAMPA BAY CARES, INC., hereinafter called the "Agency", hereinafter collectively referred to as the "Parties".

W I T N E S S E T H:

WHEREAS, it is in the public interest to provide certain service programs and activities to Pinellas County citizens; and

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

WHEREAS, the Agency currently maintains the only free, confidential, multi-lingual, 24-hour dialing code 2-1-1 for access to community information, services and resources and hosts a centralized private and secure web-based data base for health and human service providers to enter, manage and share client information electronically known as the Tampa Bay Information Network (TBIN) for the residents of Pinellas County; and

WHEREAS, the County recognizes that the Agency is providing these essential services within the community; and

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

WHEREAS, the Agency has the unique ability to utilize its information system and resource data base to assist County management in monitoring changing community need and support the work of the County to enhance the effectiveness of community services.

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

1. GRANT OFFER TO AGENCY

The County hereby makes a grant offer to the Agency under the terms and conditions of this Agreement, and applicable rules and regulations of the Board of County Commissioners of Pinellas County.

2. SCOPE OF SERVICES

The Agency, through its 2-1-1 program, shall be responsible for providing twenty-four (24) hour telephonic crisis intervention counseling, information and referral services on community human service, mental health and substance abuse treatment programs, and linkage to community assistance programs. The Agency is also responsible for the coordination of the County's Homeless Management Information System which is an important key in determining unmet needs of the homeless.

MINIMUM SERVICE LEVELS

- (a) 2-1-1 will handle 11,400 information box calls (rent, electric, food)
- (b) 2-1-1 will maintain a customer satisfaction rate of 85%
- (c) 42,000 Pinellas County calls answered (this is only calls answered with no web visitor and no info box figures)

Further, the Agency shall through its TBIN system support the work of the County and its related networks focusing on health/behavioral health, disaster recovery, homelessness and housing, etc.

3. CONDITIONS

The Agency shall make all appropriate efforts to obtain supplemental funding and/or in kind contributions in order to advance the cause of 2-1-1 Tampa Bay Cares.

By accepting this grant, the Agency is making a commitment to enhance the service delivery system for the citizens of Pinellas County and agree to communicate, collaborate and support other service providers and participate in community meetings and activities, and join associations who share the same commitment.

4. EFFECTIVE DATE / TERM OF AGREEMENT

This agreement shall take effect as of October 01, 2013 and continue for a period of twelve (12) months expiring on September 30, 2014. This agreement may be renewed for one (1) additional twelve (12) month period upon expiration of the initial term by mutual agreement of the Parties. Renewal of this agreement shall be dependent upon the Agency meeting the established performance measures for the year and all terms and conditions remain the same and approval is granted by the Board of County Commissioners

5. COMPENSATION

(a) The County agrees to pay the Agency in an amount not to exceed Three Hundred Twenty Five Thousand and NO/00 Dollars (\$325,000.00) during the term of this agreement.

(b) The Agency shall request reimbursement from the County, on a quarterly basis, for expenses incurred for services provided during the term of this Agreement. All requests for reimbursement payments shall consist of a cover letter requesting payment, signed by an authorized Agency representative, and include supporting documentation; the cost of services provided, invoices, receipts, and copies of time slips or pay stubs which verify delivery of the services for which reimbursement is sought, where applicable.

(c) The County shall reimburse to the Agency in accordance with the Florida Prompt Payment Act. When the required documentation is incomplete or untimely, the County may withhold payment until such time as the County accepts the corrected documentation and/or report.

(d) In the event that sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Agency of such occurrence and the Contract shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

(e) Payment of these committed funds pursuant to this Agreement is subject to the availability of funds.

(f) The final request for reimbursement for each County fiscal year shall be delivered to the County no later than October 15, 2014 and October 15, 2015.

6. PAYMENTS DURING DISASTER RECOVERY

The County agrees to support previously approved funded programs unable to provide normal services for a period of at least sixty (60) days after a disaster has been declared,

provided the program agrees to comply with requests of the County and the Disaster Recovery Leadership Network. This period may be extended at the discretion of the Pinellas County Board of County Commissioners upon recommendation of the Director of the Department of Health and Community Services.

7. MEASURABLE OBJECTIVES AND REPORTS

The Agency shall submit quarterly performance data to their County Contract Manager. The report is expected to identify for Pinellas County: the number of answered calls and referrals made; number of website contacts made; number of automated messages accessed; and number of calls benefiting children.

The Agency shall submit to their County Contract Manager a quarterly report identifying Pinellas County service providers who are noncompliant with TBIN data entry.

The Agency shall submit to their County Contract Manager a quarterly report identifying Pinellas County service providers who have not updated their program information in the 2-1-1 database within the last twelve months.

The Agency shall collect, retain and make available statistical and demographic information on the number of individuals served, the number of services provided and the types of services provided to be reported to the County as needed.

These reports shall accompany the request for reimbursement documentation.

8. ADDITIONAL REPORTING

The Agency shall maintain and provide the following documents upon request by the County within three (3) business days of request.

1. Articles of Incorporation
2. Agency By-Laws
3. Past 12 months of financial statements and receipts
4. Membership list of governing board
5. All legally required licenses
6. Latest agency financial audit and management letter
7. Biographical data on agency chief executive and program director
8. Equal Employment Opportunity Program
9. Inventory system – (equipment records)
10. IRS Status Certification/501 (c) (3)
11. Current job descriptions for staff positions
12. Match documentation
13. Continuity of Operation Plan

9. AUDIT

The Agency shall utilize reasonable financial procedures, including adequate supporting documents to account for the Agency's usage of money provided by the County. The Agency shall retain all records relating to this Agreement for three (3) years after final payment is made. All Agency records relating to this grant shall be subject to audit by the County pursuant to Pinellas County Ordinance No. 94-51. In addition, the Agency shall provide the County with a copy of its annual independent audit within sixty (60) days of the end of Agency's fiscal year.

10. TERMINATION

The County reserves the right to cancel this Agreement without cause by giving thirty (30) days written notice to the Agency or with cause if at any time the Agency fails to fulfill or abide by any of the terms or conditions specified. Failure of the Agency to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and shall be cause for immediate termination of the Agreement at the discretion of the County. Further, if the Agency shall use any funds provided by this Agreement for any purposes or program other than authorized under this Agreement, the Agency shall, at the option of the County, repay such amount and be deemed to have waived the privilege of receiving funds under this Agreement.

11. ASSIGNMENT

The Agency shall perform this Agreement. No assignment or subcontracting shall be allowed except as expressly provided in this Agreement or with the prior written consent of the Board of County Commissioners.

12. CONFORMITY TO LAW

The Agency agrees to operate within strict conformity to all federal, state, and local laws, and any rules and regulations adopted there under.

13. AMENDMENT/MODIFICATION

The Parties may, from time to time, request changes in the Scope of Services and/or to provisions or terms be performed hereunder. Such changes, which are mutually agreed upon by

and between the County and the Agency, shall be incorporated as written amendments to the Agreement.

Modifications to the approved Agreement including, but not limited to, budget changes, reallocation of funds between existing funded programs, and/or changes in contract language shall be submitted via an Agreement Modification Form.

Modifications must be requested ninety (90) days prior to the end of the Agreement term. The County reserves the right to deny requests on a case-by-case basis.

14. INTEREST OF MEMBERS OF COUNTY AND OTHERS

No officer, member, or employee of the County and no members 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.

15. INDEMNIFICATION

The Agency shall indemnify, pay the costs of defense including attorney's fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the Agency; or by, or in consequence of any neglect in safeguarding the work; or on account of any act or omission, neglect or misconduct of the Agency; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law," or of any other laws, by-laws, ordinance, order, or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.

16. INSURANCE

The Agency shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment A.

17. NON-DISCRIMINATION

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 because of age, sex, race, color, religion, national origin, or disability. 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.

18. INDEPENDENT CONTRACTOR

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

19. AGREEMENT MANAGEMENT

The County designates the following person as the liaison for the County:

Bryan O. Sullivan, Sr,
Pinellas County Department of Health and Community Services
2189 Cleveland Street Ste. 266
Clearwater, FL 33765
(727) 464-8523

The Agency designates the following person as liaison for the Agency:

Micki Thompson,
Executive Director
2-1-1 Tampa Bay Cares, Inc.
14155 58t St. Ste 211
Clearwater, FL 33760
(727) 210-4240

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day
and year first above written.

ATTEST:
CLERK OF CIRCUIT COURT

KEN BURKE

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

By: _____
Deputy Clerk

By: _____
Chairman

ATTEST:
By: _____
Witness

2-1-1 TAMPA BAY CARES, INC.

By: _____
Executive Director

DATE: June 21, 2013

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: _____
Assistant County Attorney

ATTACHMENT 2 – INSURANCE REQUIREMENTS

Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

The Contracted vendor 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. Within ten (10) calendar days after contractor's receipt of notice of award, the Contractor shall provide the County with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. 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 three (3) for Additional Insured shall be attached to the certificate(s).**

No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate 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 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 endorsements, at any time during the RFP and/or contract period.

All policies providing liability coverage(s), other than professional liability and worker's compensation policies obtained by the Contractor and any sub-contractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.

Contracted vendor 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 Contractor from its insurer. Notice shall be given by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

Should the Contractor, 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 Contractor for such purchase. 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.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) The Named Insured on the Certificate of Insurance must match the entity's name that responded to the RFP and/or is signing the agreement with the County.
- (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 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 of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the

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ATTACHMENT 2 – INSURANCE REQUIREMENTS

contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.

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

The insurance requirements 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:

- (A) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury.

Limits

Each Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (B) Cyber Risk Liability (Network Security/Privacy Liability) Insurance for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, 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 or Claim	\$ 1,000,000
General Aggregate	\$ 2,000,000

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.

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