

BOARD OF COUNTY COMMISSIONERS

DATE: August 6, 2013
AGENDA ITEM NO. 20

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature

Subject:

Approval and Execution of the Pinellas Hope Project Agreement between Pinellas County and Catholic Charities DOSP, Inc.

Department:

Health and Community Services

Staff Member Responsible:

Gwendolyn Warren, Executive Director
Health and Community Services

Recommended Action:

I RECOMMEND THAT THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE AND EXECUTE THE PINELLAS HOPE PROJECT FUNDING AGREEMENT BETWEEN PINELLAS COUNTY AND CATHOLIC CHARITIES DOSP, INC.

Summary Explanation/Background:

Pinellas Hope is a temporary emergency shelter for 250 street homeless adults located in Clearwater, which provides safe temporary housing to single individuals and couples (no families). Clients are housed primarily in tents or in small houses named "casitas" for individuals without homes who are recuperating from surgery or recent hospitalization and who are too medically frail to return to the streets.

Pinellas Hope successfully provides temporary housing, education, employment opportunities, access to health care, case management, and follow up services in a manner that is beneficial to both people who are homeless and the County. It offers a safe location for the homeless to reside and work at achieving self-sufficiency. This funding will enable the program to continue to provide this valuable service to our citizens.

The County initially funded this project as a five month pilot project from December 2007 when Pinellas Hope opened its doors through April 2008 in the amount of \$461,278.00. Catholic Charities continued to successfully operate this project beyond the initial pilot project period and in FY 2008 - 2009 the County funded the project in the amount of \$770,000.00. From FY 2009-2010 through 2012-2013, the County has funded the program in the amount of \$500,000.00 per FY.

Fiscal Impact/Cost/Revenue Summary:

The total amount of funding for this agreement is an amount not to exceed \$500,000.00 during the term of this agreement October 01, 2013 through September 30, 2014. Funding for this agreement will come from the Department of Health and Community Services FY 2013-2014 appropriation.

Exhibits/Attachments Attached:



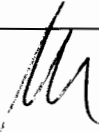
1. Contract Review Transmittal Slip
2. Pinellas Hope Project Agreement
3. Attachment 1.- Budget
4. Attachment 2.- Program Outcomes Objective Matrix
5. Attachment 3.- Sample Data Sharing Agreement
6. Attachment 4.- Agreement Modification Form
7. Attachment 5. – Insurance Requirements

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT: Pinellas Hope Project funding Agreement	
CONTRACT NO.: N/A	ESTIMATED <u>EXPENDITURE</u> / REVENUE: \$500,000.00 (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	7/8/13			
Risk Mgmt: Virginia Holscher <i>CHS 7-15</i>	7/15/13	VEH	Pls see changes to Attachment 5. Added new version.	KJB 7/16/13
Finance:** Cassandra Williams	7/16/13	CBW		
OMB:** Eric Naughton-	N/A			
Legal: Carl Brody	7/15/13			
Executive Director: Gwendolyn Warren	7/16/13			

Please return to Katherine Baird Adams By: ASAP.
All inquiries should be made to Katherine Baird Adams ext.4-8438.

** See Contract Review Process

PINELLAS HOPE PROJECT FUNDING AGREEMENT

THIS AGREEMENT, entered into on this ____ day of, _____, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter called the "County", and Catholic Charities DOSP, Inc., a nonprofit Florida corporation, hereinafter called the "Agency", hereinafter collectively referred to as the "Parties".

W I T N E S S E T H:

WHEREAS, the County's support of the Pinellas Hope project began in 2007 as a pilot project to address the problem of a significantly increasing homeless population living within Pinellas County during the winter months of the year; and

WHEREAS, the Pinellas Hope project successfully 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 its available funds to assist organizations that provide community services within Pinellas County; and

WHEREAS, continued funding of this program will allow for greater assistance and more direct service to the homeless population in Pinellas County; and

WHEREAS, providing a location for the homeless in Pinellas County serves the public safety, health, and welfare of the citizens of Pinellas County; and

WHEREAS, the Agency is a valid non-profit corporation, open to the public and dedicated to a valid public purpose and is providing an essential service within the community and has demonstrated the need for financial assistance.

NOW, THEREFORE, the Parties 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 shall provide the following services:

a) Operate Pinellas Hope in a manner consistent with improving the quality of life and quality of services to homeless individuals in Pinellas County to achieve personal independence.

b) Operate the facility as necessary to achieve the goals and objectives of providing housing and support services to homeless individuals. These services shall include:

1. Providing safe temporary housing
2. Employment opportunities
3. Case management services that assist with goal setting towards self-sufficiency
4. Access to health care

c) Supervise the personnel necessary to achieve the goals of Pinellas Hope.

3. MEASURABLE OBJECTIVES

The Agency shall maintain the following measurable objectives:

a) 90% compliance with Tampa Bay Information Network (TBIN Homeless Management Information System) through 2-1-1 Tampa Bay Cares, Inc.

b) 80% of shelter residents who remain in the shelter for 72 hours will have completed the

Client Assessment and a Case Plan within 7 days.

- c) 60% of shelter residents will engage in supportive services to assist in stabilizing program participants.
- d) 45% of shelter residents will secure stable transitional or permanent housing (includes public housing, Section 8, private landlord, transitional housing, living with family or friends) upon program discharge or case closure.
- e) 25% of shelter residents will obtain employment or some source of income by program completion/discharge or case closure.
- f) 40% of successfully housed shelter residents that were contacted will remain housed for at least six (6) months after program completion/discharge.
- g) 850 persons will receive shelter in 2013/2014.

4. CONDITIONS

a) The Agency shall make all appropriate efforts to obtain supplemental funding and/or in-kind contributions in order to advance the cause of Pinellas Hope.

b) By accepting this grant, the Agency is making a commitment to enhancing the delivery of community services to the citizens of Pinellas County and therefore agrees to communicate and collaborate with other providers, participate in community meetings and activities and to join associations with the same objectives and commitment.

5. EFFECTIVE DATE / TERM OF AGREEMENT

This Agreement shall take effect on October 1, 2013 and continue for a period of twelve (12) months expiring on September 30, 2014. This agreement may be renewed for two (2)

additional twelve (12) month periods upon expiration of the initial term by mutual agreement of the Parties. These renewal options shall be exercised only if all terms and conditions remain the same and approval is granted by the Board of County Commissioners.

6. COMPENSATION

a) The County agrees to pay the Agency on a reimbursement basis in twelve (12) monthly payments for services provided beginning October 1, 2013, for an overall amount not to exceed Five Hundred Thousand Dollars and NO/00 (\$500,000.00). (See Attachment 1 - Agency Budget).

b) The Parties agree that this funding is provided for the purpose of operating Pinellas Hope. Eligible expenses include utilities; food; consumable items like paper plates, napkins, plastic cutlery, bathroom towels and tissues; bus passes, client transportation costs (e.g. bus passes and/or the cost of transporting in an agency vehicle); items for direct use by clients (e.g., tents, blankets, clothing, tools for work); and staff salaries and fringe benefits. Any transfer of the above funding to other line item budget priorities must be done using in accordance with the terms specified in Section 14 of this Agreement. (See Attachment 2)

c) All requests for reimbursement payments shall be accompanied by documentation of operational expenses. Client reimbursement will specify the individuals served, types of services provided and the cost of services provided which verify the services for which reimbursement is sought, where applicable.

d) Reimbursement will be provided for services rendered during the previous month consistent with the term of this Agreement.

e) The County shall reimburse the Agency in accordance with the Florida Prompt Payment Act upon receipt of the documentation required in this Agreement. When the required documentation is incomplete or untimely, the County may hold payment until such time as the County accepts the corrected documentation and/or report.

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

7. 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 Pinellas County Department of Health and Community Services 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 Human Services.

8. REPORTS

The Agency agrees to submit the request for reimbursement to the County for the preceding month which consists of a monthly financial budget and expenditure report, other reports as listed below and a cover letter requesting payment signed by an authorized Agency representative which certifies that the services for which reimbursement is sought have been rendered. These reports shall be submitted within twenty (20) working days of the end of the reporting month.

a) Reimbursement shall be provided for services rendered during the previous month.

b) The Agency shall collect and retain additional agency and program data to be reported on a quarterly basis using the report format outlined within the Outcome Objectives Matrix. (See Attachment 3).

c) The Agency shall provide copies of the client data tracking logs, referral source reports and documentation of client's last city of residence on a monthly basis.

d) The Agency will maintain and provide the following documents upon request by the County within three (3) business days of the 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. 2-1-1 / TAMPA BAY INFORMATION NETWORK (TBIN)

a) As a condition of receipt of a funding award from Pinellas County, the Agency agrees to be an active participant (as applicable) in compliance with the Tampa Bay Information Network (TBIN) administered by 2-1-1 Tampa Bay Cares, Inc. (2-1-1) in agreement with the

Homeless Leadership Network and the Pinellas County Coalition for the Homeless, Inc. The Tampa Bay Information Network (TBIN) is a community shared client information data system for health and human service agencies designed to measure system-wide effectiveness of client services. The Agency's active participation in compliance with data entry into TBIN is required under this contract.

b) The Agency agrees to maintain accurate and up-to-date agency and program data with 2-1-1 for the County funded program(s). Additionally, the Agency will provide 2-1-1 information on new or changed program(s) data and/or inform 2-1-1 as to programs no longer in operation within thirty (30) calendar days of the date the program is changed, added or terminated. The Agency can update their information on-line through the 2-1-1 On-line Database (www.211connects.org), or by contacting 2-1-1 by phone at (727-210-4239) or by email (update@211tampabay.org). The Agency will review and update their information/data as necessary, but at least once annually, or upon request by 2-1-1 Tampa Bay Cares, Inc. Further, in times of disaster, the Agency will respond to update inquiries by 2-1-1 Tampa Bay Cares staff before, during, or after a disaster.

c) TBIN Compliance is measured after the Agency is in full participation. Compliance focuses on the quality of the data entered into the system and the capacity at which the Agency's services are being used.

1) To measure the Agency's compliance and monitor the Agency's progress toward the delivery of terms this contract, the Agency will submit the TBIN Client Served Report to the contract manager no later than the 10th of each month.

2) The Agency's performance compliance in terms of client service provision will be reported to the contract manager along with other Agencies in the homeless system of care, monthly and annually. These reports will come directly from the TBIN staff from data entered into the TBIN system. These reports will measure the Agency's progress towards being in compliance in the following areas:

- Real-Time Data Entry - Client data should be entered into TBIN in real-time, but no less than 24 hours after the client has received services or was entered into a program. The timeliness of the data entered into TBIN will be measured and reported.

- Completeness of Data Entry/Null Value Rate - Client data entered should be 95% or greater in completeness for any given reporting period. Missing or null values (fields left blank or marked don't know or refused) should be no greater than 5% in any given reporting period. The TBIN Report Card will be used to measure and report completeness and the null value rate.

- Bed Utilization Rates (Housing Agencies Only) - Bed usage rates will be publicly available for view in real-time on-line at www.211connects.org under the Get Help link. The usage of beds in TBIN will be measured and reported monthly as well as in the Annual Homeless Assessment Report (AHAR) and will include the Agency's usage rates and will measure the average for the entire homeless system. This report is available in the spring of each year.

3) The Agency shall make every effort to be an active participant in and full compliance with TBIN.

d) Domestic Violence Agencies - Pursuant to Section 39.908, Florida Statutes; domestic violence agencies are required to submit aggregate client data and are exempt from submitting individual client data.

e) The Agency shall ensure that all clients sign a Client Consent form and/or Client Release form prior to entering client information into TBIN. The Agency shall not use or disclose any information which specifically identifies a recipient of services under this Agreement and shall adopt appropriate procedures for employees' handling of confidential information pursuant to applicable federal, state or local law and related regulations.

f) In the event of improper disclosure of client information, whether from TBIN or any other measure, the Agency shall inform the contract manager about the improper disclosure and extent thereof within 48 hours of becoming aware of the said disclosure. The Agency shall take all necessary steps to correct and remedy any damage caused by the improper disclosure and to prevent future occurrences. If the disclosure involved TBIN, the Agency shall additionally inform the TBIN staff about the disclosure within 48 hours of becoming aware of the disclosure. The Agency shall follow all required TBIN staff recommendations to ensure that such incidents of disclosure are not repeated.

g) In order to for the Agency to continue receiving funding under this Agreement, the Agency must remain in full compliance with all stated terms and conditions relative to TBIN participation. All reasonable attempts shall be made to work with the Agency to ensure active participation and compliance with TBIN requirements.

h) Funds may be withheld at any time during the term of this agreement if the Agency

fails to participate in TBIN and reach stated TBIN compliance goals. Future funding may be jeopardized for failure to comply with the TBIN program participation requirements described above.

10. DATA SHARING

Upon request the Agency agrees to execute a Data Sharing Agreement and provide program and other information in electronic format to the Pinellas Mental Health and Substance Abuse Data Collaborative, hereinafter called Data Collaborative, for the sole purpose of research and policy development. The Agency shall provide this information quarterly or on an as needed basis. (Attachment 4 - Sample Data Sharing Agreement.)

11. AUDIT

a) The Agency shall utilize reasonable financial procedures, including adequate supporting documents, to account for the use 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.

b) All Agency records relating to this Agreement shall be subject to audit by the County pursuant to Pinellas County Ordinance 94-51. In addition, the Agency shall provide an independent audit at no additional cost to the County within sixty (60) days of Agency's fiscal year end.

12. TERMINATION

a) 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.

b) 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.

c) If the Agency shall use any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, the Agency shall, at the option of the County, repay such amount and be deemed to have waived the privilege of receiving funds under this Agreement.

13. 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 or its designee.

14. 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.

15. AMENDMENT / MODIFICATION

The Parties may, from time to time, request changes in the Scope of Services and changes to provisions or terms to 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 (See Attachment 2).

1) 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 (See Attachment 2).

2) 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.

16. 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.

17. INDEMNIFICATION

The Agency shall indemnify, pay the cost 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 by, or an 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, bylaws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.

18. INSURANCE

The Agency shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment 5.

19. 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 will, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

20. 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.

21. 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, Suite 266
Clearwater, FL 33765
(727) 464-8420

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

Frank Murphy
Catholic Charities DOSP, Inc.
1213 16th Street North
St. Petersburg, FL 33705
(727) 893-1313

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto 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 KEN
and through its Board of County Commissioners

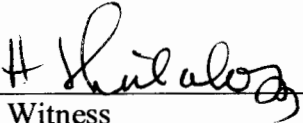
By: _____
Deputy Clerk

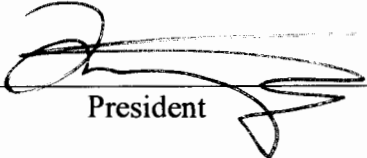
By: _____
Chairman

Date: _____ 2013

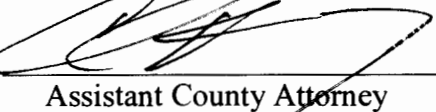
ATTEST:

CATHOLIC CHARITIES DOSP, INC., a
Florida not for Profit Corporation

By: 
Witness

By: 
President

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: 
Assistant County Attorney

Catholic Charities DOSP, Inc.
Pinellas Hope
October 2013- September 2014

	Projected Total Program	Pinellas County Request
Program Revenue:		
Federal / State	-	-
Pinellas County	500,000	500,000
Other Local Grants:		
City of Largo	25,000	-
City of Pinellas Park	25,000	-
City of St. Petersburg	140,000	-
Contributions / Fundraising	150,000	-
Other- Diocese of St. Petersburg	446,760	-
Other - Catholic Charities	328,548	-
In-kind Revenue	907,795	-
Total Program Revenue	2,523,103	500,000
Program -Personnel Expenses		
Regular Salaries and Wages	389,314	242,766
Benefits	163,588	101,717
Sub-total Personnel Expenses	552,902	344,483
Operating Expenses:		
Contract Services	100,180	30,720
Travel	261	-
Occupancy Costs	184,537	45,000
Communications	10,599	-
Operating Supplies	216,298	64,297
Leased Equipment	1,611	-
Vehicle Transportation	55,551	15,500
Computer Maintenance	5,997	-
Insurance	669	-
Client Assistance	37,345	-
In-Kind Expenses	907,795	-
Other Expenses (see Tab 3)	2,598	-
Total Operating Expenses	1,523,441	155,517
Total Direct Expense	2,076,343	500,000
Indirect Expenses	446,760	-
Total Direct & Indirect Expenses	2,523,103	500,000



PINELLAS COUNTY DEPARTMENT OF HEALTH & COMMUNITY SERVICES
2189 CLEVELAND STREET, SUITE 266
CLEARWATER, FL 33765
ATTENTION: CONTRACT MANAGER

AGREEMENT MODIFICATION REQUEST

For budget allocation, or contract language changes.

Submit three (3) originals.

Authorized Official: _____

Date of Request: _____

Agency Name: _____

Effective Date of Change: _____

Address: _____

Modification #: _____

Budget Change: Yes ☐ No ☐

Contract _____

ATTACH APPROPRIATE JUSTIFICATION

A. REQUESTED MODIFICATION (reference appropriate agreement section) *Why is this change needed and what will be accomplished by the change? Be specific.*

B. BUDGET MODIFICATION: *(Use chart if applicable, otherwise please attach a copy of the original budget page reflecting original award amount and proposed change(s) to budget)*

Program Budget Category	Original Contract Amount	Budget Amount Modification Increase / (Decrease)	New Budget Amount	Budget Amount Expended YTD	Modified Budget Balance
Contract Total:					\$

PROVIDER AGENCY

Authorized Official: _____

Title: _____

Date: _____

PINELLAS COUNTY

Verified By: _____
(Contract Manager) (Date)

Approved By: _____
(County Attorney) (Date)

BCC Approval Required: Yes ☐ No ☐

BCC Approval Date: _____

Effective Date: _____

PROGRAM OUTCOME OBJECTIVES MATRIX

PROGRAM GOAL: To stabilize homeless persons and assist them in obtaining permanent housing and improving their living situations by providing emergency shelter and supportive services.

Objectives	Outcome Indicators	Status of Indicators
1. 80% of shelter residents who remain in the shelter for 72 hours will have completed the Client Assessment and a Case Plan within 7 days.	1. As determined by electronic tracking through TBIN, electronic client tracking logs, and responses on Client Assessment and Case Plan forms.	
2. 60% of shelter residents will engage in supportive services to assist in stabilizing program participants.	2. As indicated in electronic client tracking logs and database, TBIN, and logs of participating agencies providing support services.	
3. 45% of shelter residents will secure stable transitional or permanent housing (includes public housing, Section 8, private landlord, transitional housing, living with family or friends) upon program discharge or case closure.	3. As measured by TBIN, electronic client tracking logs and Exit Assessment form.	
4. 25% of shelter residents will obtain employment or some source of income by program completion/discharge or case closure.	4. As measured by TBIN, electronic client tracking logs and Exit Assessment form.	
5. 40% of successfully housed shelter residents that were contacted will remain housed for at least six (6) months after program completion/discharge.	5. As measured by electronic tracking logs, case plans, exit assessment and follow-up tracking process.	
6. 90% compliance with TBIN data entry.	6. As measured by TBIN UDE Reports on accuracy and completion rates.	
7. 850 persons will receive shelter in 2013/2014.	7. Daily census will be maintained in TBIN as well as the electronic client tracking logs.	

SAMPLE

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 Mental Health and Substance Abuse 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 Name] 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 HIPPA compliant location at the University of South Florida, Florida Mental Health Institute.
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.

SAMPLE

ATTACHMENT 5 – 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 four (4) 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 solicitation 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 5 – 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) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 100,000
Per Employee Disease	\$ 100,000
Policy Limit Disease	\$ 500,000

- (B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations and Personal Injury. Commercial General Liability policy must not contain any sexual misconduct exclusion. If such exclusion is included in the policy, a separate Sexual Misconduct Liability policy must be provided with the same limits as the Commercial General Liability Limits.

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

- (C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$ 1,000,000

- (D) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (A), (B), and (C) above:

Limits	
Each Occurrence	\$ 3,000,000
General Aggregate	\$ 3,000,000

- (E) 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", Contractor 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.

ATTACHMENT 5 – INSURANCE REQUIREMENTS

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.

- (F) 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	\$ 1,000,000
General Aggregate	\$ 2,000,000

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

Certificate of Coverage

Date: 5/29/2013

Certificate Holder

Diocese of St. Petersburg, FL and Most Reverend Robert N. Lynch, D.D., as Bishop of St. Petersburg, His Successors in Office and Most Reverend Robert N. Lynch, Individually, Chancery Office, P.O. Box 40200, St. Petersburg, FL 33743

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage

THE CATHOLIC MUTUAL RELIEF
SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location

Catholic Charities, Diocese of St. Petersburg, Inc.
1213 16th Street North
St. Petersburg, FL 33705

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	D. General Liability	8485	4/10/2013	4/10/2014	Each Occurrence	1,000,000
	<input checked="" type="checkbox"/> Occurrence				General Aggregate	2,000,000
	<input type="checkbox"/> Claims Made				Products-Comp/OP Agg	1,000,000
					Personal & Adv Injury	1,000,000
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability				Each Occurrence	
					Annual Aggregate	
	Other	8485	4/10/2013	4/10/2014	Each Occurrence	5,000,000
	Counseling Errors & Omissions				Claims Made	
					Annual Aggregate	5,000,000
					Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

Coverage only extends as required in the Pinellas Hope Project Agreement for the term of the certificate, for claims arising out of the negligence of Catholic Charities. Counseling Errors and Omissions included.

Holder of Certificate

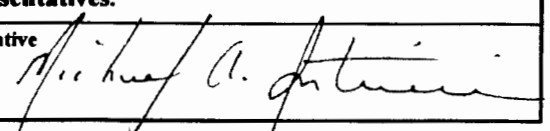
Cancellation

Additional Protected Person(s)

Pinellas County Board of County Commissioners

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative



0349003013

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement: 4/10/2013

Cancellation Date of Endorsement: 4/10/2014

Certificate Holder: Diocese of St. Petersburg, FL and Most Reverend Robert N. Lynch, D.D., as Bishop of St. Petersburg, His Successors in Office and Most Reverend Robert N. Lynch, Individually, Chancery Office, P.O. Box 40200, St. Petersburg, FL 33743

Location: Catholic Charities, Diocese of St. Petersburg, Inc.
1213 16th Street North
St. Petersburg, FL 33705

Certificate No. 8485 of The Catholic Mutual Relief Society of America is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the **Protected Person(s)** activities or activities they perform on behalf of the **Protected Person(s)**.

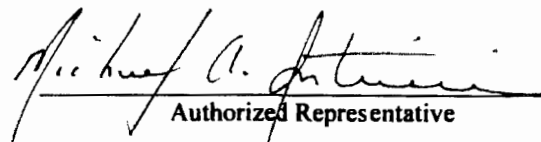
It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the **Additional Protected Person(s)** will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

Schedule - ADDITIONAL PROTECTED PERSON(S)

Pinellas County Board of County Commissioners

Remarks (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language):

Coverage only extends as required in the Pinellas Hope Project Agreement for the term of the certificate, for claims arising out of the negligence of Catholic Charities. Counseling Errors and Omissions included.


Authorized Representative