

**BOARD OF COUNTY COMMISSIONERS**

**DATE:** March 24, 2015

**AGENDA ITEM NO. //**

**Consent Agenda** ☐

**Regular Agenda** ☒

**Public Hearing** ☐

**County Administrator's Signature:**

**Subject:**

Approval of Non-Competitive Agreement – Adult Emergency Financial Assistance Pilot Program  
Contract No. 145-0222-N(JA)

**Department:**

Department of Human Services / Purchasing

**Staff Member Responsible:**

Lourdes Benedict / Joe Lauro

**Recommended Action:**

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE AND EXECUTE THE NON-COMPETITIVE AGREEMENT BETWEEN PINELLAS COUNTY AND 211 TAMPA BAY CARES, INC. (2-1-1) FOR ADULT EMERGENCY FINANCIAL ASSISTANCE ON A PILOT BASIS.

**Summary Explanation/Background:**

Board approval is requested for 2-1-1 to administer the Adult Emergency Financial Assistance Pilot Program. The Adult Emergency Financial Assistance Pilot Program is intended to assist with basic financial emergencies by providing rapid, one-time assistance to eligible adults without minor children. These crises generally involve loss/reduction in income or loss of housing through foreclosure, condemnation, eviction, or other disaster. This pilot is not intended to address longer term self-sufficiency or to alleviate poverty.

2-1-1 has the unique ability to utilize its information system and resource database to assist Human Services in implementing this financial assistance pilot. Currently, 2-1-1 maintains the only free, confidential, multi-lingual, 24-hour hotline for access to community information, services and resources in Pinellas County. From January 1, 2014 to December 31, 2014, 2-1-1 received 7,862 calls for assistance with rent and utilities (electric, water and gas) from individuals and families without minor children in the home. 2-1-1 also hosts a centralized, private, secure web-based database for health and human service providers to enter, manage and share client information electronically, known as the Tampa Bay Information Network (TBIN).

Utilizing 2-1-1 makes implementation of the Adult Emergency Financial Assistance Pilot quick and seamless. The program design mimics the existing Family Services Initiative operated by 2-1-1 on behalf of the Juvenile Welfare Board for family assistance. Under the County's program, adults without minor children will call, and be quickly routed to the most appropriate form of assistance. The pilot program can be initiated by mid-April 2015 so that Pinellas County citizens can begin to receive the aid they so desperately need. The program is anticipated to serve approximately 1,100 individuals over a six (6) month period.

An initial \$700,000.00 is budgeted for direct services to clients for six (6) months (April through September 2015). 2-1-1 will be compensated \$150,735.00 for program operation and administration. Additional funds for disbursement to clients may also be available through the Pinellas County Care Fund, and will be administered by 2-1-1, but tracked and invoiced separately. The Pinellas County Care Fund will enable Pinellas County Utilities customers to make a voluntary contribution through the web portal. Staff estimates the program will generate \$22,400 yearly. All funds will be maintained, distributed and tracked in accordance with the Adult Emergency Financial Assistance Pilot Program Policies and Procedures. The term of this agreement will be through September 30, 2015 and will renew for two (2) additional six (6) month period(s) pursuant to the same terms,

conditions, and pricing set forth in the Agreement and conditioned upon the appropriation of funding. Prior to the end of the final renewal term, staff will gauge the success of this pilot program and decide whether or not to proceed. If the program is deemed successful, services shall be competitively procured at that time.

**Fiscal Impact/Cost/Revenue Summary:**

Funding for the first six (6) months of services is estimated to be \$850,735.00. Of this amount, \$700,000.00 is for direct services to clients, and \$150,735.00 is for call center staff, training, and administration during the term of this pilot program. Funding for this agreement has been budgeted in the Human Services FY 2015 appropriations.

**Exhibits/Attachments:**

Contract Review

Adult Emergency Financial Assistance Funding Pilot Program Agreement (Includes Exhibits A through D)

Attachment A – Policies and Procedures

Attachment B – Flow Chart



**PURCHASING DEPARTMENT  
CONTRACT REVIEW TRANSMITTAL**

CATS 46784  
NO.:

**PROJECT: Adult Emergency Financial Assistance Pilot Program**

**BID NUMBER: 145-0222-N(JA)**

**TYPE:** ☐ Purchase Contract ☐ Other: ☐ Construction-Less than \$100,000 ☒ One Time

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment.

Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

**RISK MANAGEMENT:** Please enter required liability coverage: Exhibit B

PRODUCT ONLY ☐

This is an annual contract. Estimated Expenditure: \$N/A 872,829.02

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	<u>Purchasing Dept.</u> J. Lauro, Director C. Mancuso, Ass't. Director	4/5			
2.	<u>Requesting Dept.</u> Lourdes Benedict, Director Tim Burns				

**Using Dept please provide below information:**

- A. ☐ Yes, funding for this project is using grant funding. ☐ No, funding for this project is not using grant funding.  
If grant funding is being used you must provide Purchasing with the exact clauses that need to be on attached document.
- B. \_\_\_\_\_ Initial and Date Funding is available for this project.  
Provide title of funding source \_\_\_\_\_
- C. Please check attached vendor list. Circle vendors you want bids mailed to. Add additional vendors with complete information (Name, Address, Phone and Email)

3.	<u>Risk Management Director</u> Attn: Virginia E. Holscher (Check applicable box at right)				HIGH RISK NOT HIGH RISK
4.	<u>BCC Finance</u> Attn: Cassandra Williams				
5.	<u>Legal</u> Attn: Miles Belknap Carl Brody				
6.	<u>County Administrator's Office</u>	3/11/15	PSS		

**RETURN ALL DOCUMENTS TO PURCHASING**

Make all inquiries to: Jeanne Armstrong at Extension 45323

In order to meet the following schedule, please return your requirements to Purchasing by: N/A

**TENTATIVE DATES**

Advertisement:

Opening:



**PURCHASING DEPARTMENT  
CONTRACT REVIEW TRANSMITTAL**

**CATS  
NO.:46789**

**PROJECT: Adult Emergency Financial Assistance Pilot Program**

**BID NUMBER: 145-0222-N(JA)**

**TYPE:** ☐ Purchase Contract ☐ Other: ☐ Construction-Less than \$100,000 ☒ One Time

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment.

Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

**RISK MANAGEMENT:** Please enter required liability coverage: Exhibit B

**PRODUCT ONLY** ☐

This is an annual contract. Estimated Expenditure: \$N/A

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	<u>Purchasing Dept.</u> J. Lauro, Director C. Mancuso, Ass't. Director				
2.	<u>Requesting Dept.</u> Lourdes Benedict, Director	3/5/15 3/5/15	JB TB	incorporated Finance recommendation 3/9/15 MS	

**Using Dept please provide below information:**

A. ☐ Yes, funding for this project is using grant funding. ☐ No, funding for this project is not using grant funding.  
If grant funding is being used you must provide Purchasing with the exact clauses that need to be on attached document.

B. \_\_\_\_\_ Initial and Date Funding is available for this project.  
Provide title of funding source \_\_\_\_\_

OMB Review - see attached  
2 3/6/15

C. Please check attached vendor list. Circle vendors you want bids mailed to. Add additional vendors with complete information (Name, Address, Phone and Email) N/A

3.	<u>Risk Management Director</u> Attn: Virginia E. Holscher (Check applicable box at right)	3-6-15	GW	Insurance requirements in Exhibit B.	HIGH RISK
4.	<u>BCC Finance</u> Attn: Cassandra Williams	3/9/15	CBW	Pls see attached Recommend add to contract. (crw)	NOT HIGH RISK
5.	<u>Legal</u> Attn: Miles Belknap Carl Brody	3/9/15		Question: comes incorporated	
6.	<u>County Administrator's Office</u>	3/11/15	PSS		

**RETURN ALL DOCUMENTS TO PURCHASING**

Make all inquiries to: Jeanne Armstrong at Extension 45323

In order to meet the following schedule, please return your requirements to Purchasing by: N/A

**TENTATIVE DATES**

Advertisement:

Opening:

## OMB Contract Review

<b>Contract Name</b>	Adult Financial Assistance Pilot Program with 211 Tampa Bay Cares INC.		
<b>CATS#</b>	46789	<b>Contract #</b>	

**Mark all Applicable Boxes:**

Type of Contract							
<b>CIP</b>		<b>Grant</b>		<b>Other</b>	<b>X</b>	<b>Revenue</b>	
							<b>Project</b>

**Contract information:**

<b>New Contract (Y/N)</b>	Y	<b>Original Contract Amount</b>	\$872,829
<b>Fund(s)</b>	0001	<b>Amount of Change</b>	\$0
<b>Cost Center(s)</b>	301436	<b>Contract Amount</b>	\$872,829
<b>Program(s)</b>	1565	<b>Amount Available</b>	<b>Total: \$2,000,000</b>
<b>Account(s)</b>	5833050	<b>Included in Applicable Budget? (Y/N)</b>	Y
<b>Fiscal Year(s)</b>	FY15		

### Description & Comments

(What is it, any issues found, is there a financial impact to current/next FY, does this contract vary from previous FY, etc.)

This contract is an agreement with 211 Tampa Bay Cares INC. to manage the Adult Emergency Financial Assistance Pilot Program. This program is intended to rapidly assist eligible adults with one-time assistance to assist with basic financial emergencies. An initial \$700,000 will be utilized for direct assistance to clients and 211 will receive \$172,829 for the operation and administration of the program. It is estimated that this program can be initiated by mid-April and the pilot will last 6 months (April through September). This action also includes the authorization for the County Administrator to include up to an additional \$500,000 for the Emergency Assistance Fund. Supplemental funding for the program may be available through a community donation program which will be administered by the County.

**Analyst: Paul Dean**

**Ok to Sign:** ☒

### Instructions/Checklist

1. Upon receipt of a contract and notification in County Admin Tracking System (CATS) review the Agenda and Contract for language and accuracy. Make sure there are available funds, the dept is not overextending itself, was it planned, etc.
2. Complete the form above using the contract document and the County accounting & budgeting systems.
3. Use the "Description & Comments" section to give a brief summary of the contract and include your thoughts and pertinent information.
4. Print the form, initial, and leave folder on the Director's desk.
5. Login to CATS and click in the cell next to your name. A date will appear and click on the date you completed your review. Choose save and close the CATS system.

**ADULT EMERGENCY FINANCIAL ASSISTANCE FUNDING  
PILOT PROGRAM AGREEMENT**

**ADULT EMERGENCY FINANCIAL ASSISTANCE FUNDING  
PILOT PROGRAM AGREEMENT**

**THIS SERVICES AGREEMENT** ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and 211 Tampa Bay Cares, Inc. ("Agency") individually, "Party," collectively, "Parties."

**WITNESSETH:**

**WHEREAS**, it is in the public interest to provide certain emergency financial assistance to Pinellas County citizens; and

**WHEREAS**, the County is committed to both enhancing the delivery of adult emergency financial assistance and increasing citizen access to those services; and

**WHEREAS**, Agency currently maintains the only free, confidential, multilingual, 24-hour hotline for access to community information, services and resources; and

**WHEREAS**, the Agency has the unique ability to utilize its call center, information system and resource data base to assist County management in implementing an adult emergency financial assistance program, monitoring changing community needs, and supporting the work of the County to enhance the effectiveness of community services.

**NOW, THEREFORE**, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

**1. Definitions.**

**A. "Agreement"** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

**B. "County Confidential Information"** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data or information, and any other information designated in writing by the County as County Confidential Information.

**C. "Agency Confidential Information"** means any Agency information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Agency (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Agency Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Agency, which is not prohibited from disclosing such information by obligation to Agency; (iii) is known by the County prior to its receipt from Agency without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Agency.

**D. "Agency Personnel"** means all employees of Agency, and all employees of subagencies of Agency, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

**ADULT EMERGENCY FINANCIAL ASSISTANCE FUNDING  
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**E. "Services"** means the work, duties and obligations to be carried out and performed safely by Agency under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

**2. Conditions Precedent.** This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Agency securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Agency and the County shall not incur any obligations of any type until Agency satisfies these conditions. Unless waived in writing by the County, in the event the Agency fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

**3. Services.**

**A. Services.** The County retains Agency, and Agency agrees to provide the Services as outlined within Exhibit A – Statement of Work. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

**B. Services Requiring Prior Approval.** Agency shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from the Director of Human Services or delegate.

**C. Additional Services.** From the Effective Date and for the duration of the project, the County may elect to have Agency perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Agency shall perform such Additional Services for compensation and shall perform the applicable Additional Services promptly upon receipt of written approval as provided herein.

**D. De-scoping of Services.** The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Agency by the County. Upon issuance and receipt of the notification, the Agency and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

**E. Independent Agency Status and Compliance with the Immigration Reform and Control Act.** Agency is and shall remain an independent Agency and is neither agent, employee, partner, nor joint venturer of County. Agency acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

**F. Non-Exclusive Services.** This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

**G. Project Monitoring.** During the term of the Agreement, Agency shall cooperate with the County, either directly or through its representatives, in monitoring Agency's progress and performance of this Agreement.

**ADULT EMERGENCY FINANCIAL ASSISTANCE FUNDING  
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**4. Term of Agreement.**

**A. Initial Term.** The term of this Agreement shall commence on (select appropriate box):

☐ the Effective Date; or

☒ April 1 \_\_\_\_\_, 2015

☒ and shall remain in full force and effect for six (6) months.

**B. Term Extension.** (Select appropriate box.)

☐ The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.A.

☒ The term of this Agreement will automatically renew for two (2) additional six (6) month period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement and conditioned upon the appropriation of funding.

**5. Compensation and Method of Payment.**

Fees shall be paid as outlined within Exhibit A Scope of Work.

**A. Travel Expenses.** (Select appropriate box.)

☒ The Services Fee includes all travel, lodging and per diem expenses incurred by Agency in performing the Services.

☐ The County shall reimburse the Agency the sum of not-to-exceed \$\_\_\_\_\_ for the travel expenses incurred in accordance with Section 112.061, Florida Statutes, and/or County Travel Policy, and as approved in writing in advance by \_\_\_\_\_.

**B. Taxes.** Agency acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

**C. Payments.** Agency shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to (select appropriate box):

☐ to the designated person as set out in Section 18 herein;

☒ as provided for in Exhibit A, Scope of Work.

For time and materials Services, all Agency Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Agency in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.



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**6. Personnel.**

**A. Qualified Personnel.** Agency agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

**7. Termination.**

**A. Agency Default Provisions and Remedies of County.**

1. Events of Default. Any of the following shall constitute a "Agency Event of Default" hereunder: (i) Agency fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Agency breaches Section 9 (Confidential Information); (iii) Agency fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Agency fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Agency Event of Default as set out above, the County shall provide written notice of such Agency Event of Default to Agency ("Notice to Cure"), and Agency shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Agency Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Agency fails to cure a Agency Event of Default as authorized herein, or upon the occurrence of a Agency Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Agency of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

**B. County Default Provisions and Remedies of Agency.**

1. Events of Default. Any of the following shall constitute a "County Event of Default" hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Agency shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Agency. In the event the County fails to cure a County Event of Default as authorized herein, Agency may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Agency.

**C. Termination for Convenience.** Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Agency of its election to terminate this Agreement pursuant to this provision.

**8. Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

**9. Confidential Information and Public Records.**

**ADULT EMERGENCY FINANCIAL ASSISTANCE FUNDING  
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**A. County Confidential Information.** Agency shall not disclose to any third party County Confidential Information that Agency, through its Agency Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Agency Personnel as is necessary to complete the Services.

**B. Agency Confidential Information.** All Agency Confidential Information received by the County from Agency will be held in trust and confidence from the date of disclosure by Agency and discussions involving such Agency Confidential Information shall be limited to the members of the County's staff and the County's subAgencies who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Agency in the Agency Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Agency Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Agency shall be solely responsible for taking any and all action it deems necessary to protect its Agency Confidential Information except as provided herein. Agency acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

**C. Public Records.** 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. 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 County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Agency agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

**10. Audit.** Agency shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

**11. Compliance with Laws.**

The laws of the State of Florida apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

**12. Public Entities Crimes.** Agency is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to County that Agency is qualified to transact business with public entities in Florida.

**13. Liability and Insurance.**

**A. Insurance.** Agency shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.

**B. Indemnification.** 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

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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.

- C. **Liability.** Neither the County nor Agency shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Agency shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Agency of its business, whether caused by Agency's negligence or willful action or failure to act.
- D. **Agency's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Agency or Agency's assets, or upon the County in connection with Services performed or business conducted by Agency. Payment of all such taxes and liabilities shall be the responsibility of Agency.

**14. County's Funding.** The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Agency in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

**15. Acceptance of Services.** For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Director of Human Services or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Agency, and either accept or reject the deliverable(s) by written notice to Agency. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Agency shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Agency shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

**16. Subcontracting/Assignment.**

**A. Subcontracting.** Agency is fully responsible for completion of the Services required by this Agreement and for completion of all subAgency work, if authorized as provided herein. Agency shall not subcontract any work under this Agreement to any subAgency other than the subAgencies specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

**B. Assignment.** (Select appropriate box.)

☒ 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.

☐ This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution,

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operation of law, change in effective control of the Agency, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Agency shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Agency.

**17. Survival.** The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13, 20, and 23 (others which by their nature would survive).

**18. Notices.** All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

**For County:**

Attn: Amy Petrila  
Pinellas County Human Services  
440 Court Street, 2<sup>nd</sup> Floor  
Clearwater, FL 33756  
Phone: 727-464-8497

**For Agency:**

Attn: Micki Thompson, Executive Director  
2-1-1 Tampa Bay Cares, Inc.  
14155 58<sup>th</sup> Street, Ste 211  
Clearwater, FL 33760  
Phone: 727-210-4241

with a copy to:  
 Purchasing Director  
 Pinellas County Purchasing Department  
 400 South Fort Harrison Avenue  
 Clearwater, FL 33756

**19. 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 Contract 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.

**20. Right to Ownership.** All work created, originated and/or prepared by Agency in performing Services pursuant to the Agreement, including other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Agency or jointly by Agency and the County may be used by the County without obligation of notice or accounting to the Agency. Any data, information or other materials furnished by the County for use by Agency under this Agreement shall remain the sole property of the County.

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

**22. Severability.** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this

**ADULT EMERGENCY FINANCIAL ASSISTANCE FUNDING  
PILOT PROGRAM AGREEMENT**

Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

**23. Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

**24. Waiver.** No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

**25. Due Authority.** Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

**26. No Third Party Beneficiary.** The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

**27. Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

*(Signature Page Follows)*

**ADULT EMERGENCY FINANCIAL ASSISTANCE FUNDING  
PILOT PROGRAM AGREEMENT**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement the day and year first written.

**PINELLAS COUNTY, FLORIDA**

by and through its \_\_\_\_\_

211 TAMPA BAY CARES, INC.

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

By: M. Thompson

Name: Micki Thompson

Title: Executive Director

[Corporate Seal]

ATTEST:

By: Kahlilah Danks

(Attesting Witness' name/title)

Kahlilah Danks, 2-1-1 TBC

**ATTEST:  
KEN BURKE, CLERK OF COURT**

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

Deputy Clerk

**APPROVED AS TO FORM**

By: [Signature]  
Office of the County Attorney

**ADULT EMERGENCY FINANCIAL ASSISTANCE FUNDING  
PILOT PROGRAM AGREEMENT**

**EXHIBIT A**

**STATEMENT OF WORK**

The Agency will be responsible for screening applicants, assessing eligibility, collecting documentation for approval and disbursement of assistance, maintaining a pool of emergency financial assistance funds, properly invoicing for expenses incurred and disbursed, and recording and reporting program information and outcomes, for the Adult Emergency Financial Assistance Pilot Program.

The Adult Emergency Financial Assistance Pilot Program call center will operate Monday through Friday, 7:30am- 6:00pm. After-hours, an Agency operator will be available to take messages or instruct clients to call back during working hours.

All call data, client data, eligibility and expense information, outcomes, and measures shall be tracked, maintained, and reported as stated herein and in the Adult Emergency Financial Assistance Pilot Program Policies and Procedures.

The County agrees to pay the Agency amounts not to exceed the following during the term of this agreement:

- **\$150,735.00** for staff and operational expenses for administering the Adult Emergency Financial Assistance Pilot Program. The Agency shall request reimbursement from the County on a monthly basis for staff and operational expenses incurred in conjunction with the Adult Emergency Financial Assistance Pilot Program. This invoice shall be submitted concurrently with invoices from any additional operational contracts between the Agency and the County. All requests for reimbursement payments shall consist of a cover letter requesting payment which is signed by an authorized Agency representative and includes 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.
- **\$700,000.00** for direct client services through the Adult Emergency Financial Assistance Pilot Program Pool. The Agency shall receive three (3) months of advanced funding at the start of this agreement for direct emergency financial assistance to eligible clients. This pool shall be held in a separate bank account and

**ADULT EMERGENCY FINANCIAL ASSISTANCE FUNDING  
PILOT PROGRAM AGREEMENT**

**EXHIBIT A**

**STATEMENT OF WORK**

dispersed only as set forth in the Adult Emergency Financial Assistance Pilot Program Policies and Procedures for direct client services. The Agency shall submit monthly invoices with detailed backup to justify expenditures and requests for additional direct financial assistance funds for clients, including a copy of the monthly bank statement for the account in which the pool is held, and a report of the director-approved exception expenditures, in a format described in the Pilot Program Policies and Procedures. Upon reconciliation and approval of the monthly invoice, the County shall reimburse the Agency for expenditures until the entire emergency assistance pool contracted amount is reached. Agency will then continue to submit separate invoices but will draw down against the emergency assistance pool until it is extinguished or the term of the contract is reached. In the event that funds remain in the account at the end of the contract term, the remainder shall be remitted to the County no later than October 15, 2015.

- **Community Donations:** Supplemental client funds may come available through a community donation program administered by the County. These funds shall be distributed based on eligibility criteria dictated by departmental policies and procedures but will be available to the Agency on a reimbursement basis only, upon receipt and approval of a monthly invoice and all supporting documentation. Agency will be notified on a monthly basis of the amount and availability of these funds. Expenditures from this pool shall be identified, invoiced, and reported separately from the general Adult Emergency Financial Assistance Pilot Pool.

The following exhibits are to be used for reference in the Adult Financial Assistance Pilot Program and are subject to change at the discretion of the County as the needs of the community and pilot program change:

1. Attachment "A" Adult Emergency Financial Assistance Pilot Program Policies and Procedures
2. Attachment "B" Adult Emergency Financial Assistance Pilot Program Flow Chart



**ADULT EMERGENCY FINANCIAL ASSISTANCE FUNDING  
PILOT PROGRAM AGREEMENT**

**EXHIBIT B**

**INSURANCE REQUIREMENTS**

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
3. **INSURANCE:**
  - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
  - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to [CertsOnly-Portland@ebix.com](mailto:CertsOnly-Portland@ebix.com). If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. 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 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
  - c) 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(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
  - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
  - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.

**ADULT EMERGENCY FINANCIAL ASSISTANCE FUNDING  
PILOT PROGRAM AGREEMENT**

**EXHIBIT B**

**INSURANCE REQUIREMENTS**

- (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
  - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A, titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name

**ADULT EMERGENCY FINANCIAL ASSISTANCE FUNDING  
PILOT PROGRAM AGREEMENT**

**EXHIBIT B**

**INSURANCE REQUIREMENTS**

and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.

- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
  - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
  - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
  - (5) All policies shall be written on a primary, non-contributory basis
  - (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
  - (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

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

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

**ADULT EMERGENCY FINANCIAL ASSISTANCE FUNDING  
PILOT PROGRAM AGREEMENT**

**EXHIBIT B**

**INSURANCE REQUIREMENTS**

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

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

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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- (4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$ 2,000,000
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.

- (5) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

Each Occurrence	\$ 2,000,000
General Aggregate	\$ 2,000,000

**ADULT EMERGENCY FINANCIAL ASSISTANCE FUNDING  
PILOT PROGRAM AGREEMENT**

**EXHIBIT B**

**INSURANCE REQUIREMENTS**

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

- (6) Crime/Fidelity/Financial Institution Insurance coverage shall include Clients' Property endorsement similar or equivalent to ISO form CR 04 01, with at least minimum limits as follows:

Limits

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

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

**ADULT EMERGENCY FINANCIAL ASSISTANCE FUNDING  
PILOT PROGRAM AGREEMENT**

**EXHIBIT C**

**PAYMENT/INVOICES**

**PAYMENT/INVOICES:**

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable  
Pinellas County Board of County Commissioners  
P. O. Box 2438  
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

**INVOICE INFORMATION:**

**Supplier Information** Company name, mailing address, phone number, contact name and email address as provided on the PO

<b>Remit To</b>	Billing address to which you are requesting payment be sent
<b>Invoice Date</b>	Creation date of the invoice
<b>Invoice Number</b>	Company tracking number
<b>Shipping Address</b>	Address where goods and/or services were delivered
<b>Ordering Department</b>	Name of ordering department, including name and phone number of contact person
<b>PO Number</b>	Standard purchase order number
<b>Ship Date</b>	Date the goods/services were sent/provided
<b>Quantity</b>	Quantity of goods or services billed
<b>Description</b>	Description of services or goods delivered
<b>Unit Price</b>	Unit price for the quantity of goods/services delivered
<b>Line Total</b>	Amount due by line item
<b>Invoice Total</b>	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase).

**ADULT EMERGENCY FINANCIAL ASSISTANCE FUNDING  
PILOT PROGRAM AGREEMENT**

**EXHIBIT D**

**DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF  
INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
  - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
  - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

**ADULT EMERGENCY FINANCIAL ASSISTANCE FUNDING  
PILOT PROGRAM AGREEMENT**

**EXHIBIT D**

**DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF  
INVOICE PAYMENTS:**

- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.



**ADULT EMERGENCY FINANCIAL ASSISTANCE FUNDING  
PILOT PROGRAM AGREEMENT**

**ATTACHMENT "A" – POLICIES AND PROCEDURES**

**1.0 Adult Emergency Financial Assistance Pilot Program Overview**

**1.1 Pilot Program Goal and Expected Outcome**

The Adult Emergency Financial Assistance Pilot Program is intended to assist with basic financial emergencies by providing rapid, one-time assistance to eligible adults without minor children. These crises generally involve loss/reduction in income or loss of housing through foreclosure, condemnation, eviction, or other disaster. This Pilot Program is not intended to address longer term self-sufficiency or to alleviate poverty.

**1.2 Eligibility**

Eligibility is limited to low income Pinellas County residents, aged 18 and over. Residents must provide documentation of citizenship (a Social Security card, birth certificate, or other documents below), residency, identification, income, assets and need. If required documents do not exist or are unavailable, 211 staff will assist the applicant in obtaining needed documents.

**1.2.1 Other Acceptable Proof of Citizenship (if Social Security Card unavailable)**

Applicants must be a U.S. citizen by birth, a naturalized citizen, a legal permanent resident immigrant, or a refugee or asylum seeker. Illegal aliens or persons in the U.S. under any sort of temporary status, such as a student or tourist visa, do not meet citizenship requirements.

**Citizen by birth:** Applicants must be born in any state in the U.S., Puerto Rico, U.S. Virgin Islands, Northern Mariana Islands, American Samoa, Swain's Island, Guam, or born abroad to parents who are U.S. citizens. Applicants claiming to be a U.S. citizen by birth but born outside U.S. must provide documentation (e.g. birth certificate) of citizenship status.

**Naturalized citizen:** A person born in another country but who has since obtained U.S. citizenship. Citizens who claim to be naturalized must provide documentation in the form of a Certificate of Naturalization or a valid U.S. passport.

**Legal Permanent Resident Alien:** Acceptable documentation includes a "green card," INS forms I-151 or I-551. A visa or other official United States document stamped: "Processed for I-551; temporary evidence of lawful admission for permanent residence; valid until mm-dd-yy; employment authorized," is acceptable as proof.

**Refugee or Asylum Seeker:** Includes applicants from Albania, Vietnam, Bosnia, Cuba, Haiti or other countries who legally reside in the U.S. as political refugees or asylum seekers. Documentation is the INS form I-94 stamped to identify the applicant as a refugee or asylum seeker.

**\*Note:** Sponsored aliens are individuals who have been granted permanent resident status under the sponsorship of an American citizen. Sponsored aliens are not eligible for emergency financial assistance.

**1.2.2 Proof of Pinellas County residency**

Assistance may only be provided to applicants who are current residents of Pinellas County. Applicants must provide two of the following:

- Copy of current Florida Driver's License or Florida Identification card showing a Pinellas County address

**ADULT EMERGENCY FINANCIAL ASSISTANCE FUNDING  
PILOT PROGRAM AGREEMENT**

**ATTACHMENT "A" – POLICIES AND PROCEDURES**

- Mortgage documents, rental lease, rent receipts or letter from a landlord or property owner
- Proof of Homestead Exemption
- Recent water, electric, gas, telephone, cable television or other utility bill in the name of the applicant indicating a current address within Pinellas County
- Vehicle registration in the name of the applicant indicating an address within Pinellas County
- Pinellas County Voter Identification card
- Recent historical record of residence documented by another social service agency within Pinellas County. Includes Mobile Medical Unit.
- Cancelled mail from a Federal, State, County, or City agency addressed to the applicant at a Pinellas County address
- Declaration of Domicile recorded with the Pinellas County Clerk of the Circuit Court
- Food Stamp award letter with a Pinellas County address indicating approved or pending status
- Current professional license indicating a home address in Pinellas County
- Record of criminal activity indicating a Pinellas County address when arrested
- Employment record indicating a home address in Pinellas County
- Bank, credit union, or similar documents indicating a home address in Pinellas County

**1.2.3 Identification**

Applicants must provide two forms of identification. A Social Security card is the primary source of identification. An acceptable second form of identification may be:

- Driver's License
- Birth Certificate
- Marriage License
- Voter Identification Card
- School Records
- Food Stamp card
- Police Identification card
- Immigration Records

**1.2.4 Proof of income**

Income must be lower than 200% of the 2015 Federal Poverty Guidelines. Income is wages, self-employment, contributions, and benefits, either earned or non-earned. Income must be documented with paystubs, employer letter, or benefits letter

**1.2.5 Proof of assets audit (Emergency Financial Assistance requests greater than \$1,000.00 only)**

For requests over \$1,000.00, applicants must not have available liquid assets above \$1,000.00. Liquid assets are, for example, checking accounts, savings accounts, 401 K accounts, bonds, stocks, or cash value of life insurance. Human Services will perform random quality assurance reviews of applicant screening and documentation entered into Fund Manager to evaluate declared assets.

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#### 1.2.6 Proof of qualifying emergency need

- Payment of overdue rent or mortgage assistance to avoid eviction or foreclosure. *Required documentation: Eviction notice or foreclosure notification and copy of lease/ mortgage agreement. Landlords must be verified in the Pinellas County Property Appraiser database.*
- Payment of overdue utility bills to prevent unhealthy living conditions or eviction. *Required documentation: copy of utility shut-off notice or late/overdue bills.*
- Emergency transportation assistance for travel to work or appointments. *Required documentation: Paycheck/ offer of employment showing work address, medical appointment reminders.*
- Other required work-related expenses that present unexpected hardship *Required documentation: Statement from employer showing requirement and costs for requested items.*

Examples of items that must be approved at the Director level by exception:

- Educational course fees or educational testing fees as required for maintaining verified employment
- Bus ticket for relocation
- Utility deposit
- Co-pays for unexpected medical/dental services
- Unexpected basic emergency home safety repairs
- Telephone and Internet as required for maintaining verified employment
- Repeat assistance requests

#### 1.3 Items Ineligible for Emergency Financial Assistance

- Deposits for rent
- Legal fees or any expenses related to criminal activity including court costs, citations, restitution, child support, or alimony
- Telephone and Internet **not** required for maintaining verified employment
- Cable TV
- Alcohol, tobacco, firearms or lottery tickets
- Expenses related to immigration or returning to country of origin
- Residential care (ALF, etc)
- Gift Cards
- Insurance premiums
- Money orders
- Any transaction at a financial institution using a purchasing card (i.e., ATM)

#### 1.4 Duration / Amount of Assistance

Individuals may **not** receive emergency financial assistance more than one time in a calendar year. Exceptions may be approved at the Director level on a case-by-case basis. The amount of assistance will vary depending on the unique characteristics of the individual's crisis situation.

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**2.0 Pilot Program Implementation**

**2.1 211 Tampa Bay Cares, Inc. Capabilities**

The Adult Emergency Financial Assistance Pilot Program will be administered through an agreement with 211 Tampa Bay Cares, Inc. (211). The Pilot Program is designed to prevent homelessness and assist eligible adults with basic financial emergencies.

211 will maintain screening and eligibility information within the Fund Manager component of the Tampa Bay Information Network (TBIN) software for review and audit by the County. 211 will maintain a full, separate accounting of all dispersed funds associated with each instance of assistance. All dispersed funds will be reconciled to 211 bank statements on a monthly basis or as required by the County.

**2.2 Initial Screening**

When an individual contacts 211 for emergency financial assistance, 211 call center specialists will conduct a brief interview to assess the client's needs. (Note: 211 staff is trained on the Agency's conflict of interest policy which prohibits staff from assisting family or friends.)

211 staff will obtain demographic information, documentation required to determine eligibility, details on the emergency need, amount of request, vendor details, payment method, and other information and enter this information into Fund Manager. 211 staff screens for veteran status and refers eligible veterans to the Veterans Families (SSVF) program operated by the Society of St. Vincent de Paul of South Pinellas or to Pinellas County Veterans Services. 211 staff also screens for employment assistance and public assistance, and provides information to the caller about Career Source Pinellas and DCF ACCESS.

Alternatives are explored to address longer-term concerns and connection to other community resources is provided and documented. 211 will coordinate with Human Services to provide direct connection to County programs and services as appropriate.

**2.3 Eligibility Verification**

211 staff is responsible for obtaining and scanning all documentation into Fund Manager to verify citizenship, residency, income, identification and need **prior** to submitting any request for payment for eligible items. All approvals and denials are recorded in Fund Manager.

**2.4 Approvals**

All requests for approval are handled within one (1) business day once all required documentation is received and eligibility is confirmed. Requests for assistance under \$300 are entered into Fund Manager by call center specialists and paid online or by check. If the individual's request for emergency assistance is between \$300.00 and \$999.00, the request is reviewed by the 211 program supervisor or a designated 211 manager for approval or denial. Requests for assistance over \$1,000.00 are transmitted electronically to the 211 Executive Director and Pinellas County Human Services Director or designee for review and approval or denial.

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**2.5 Payment Process**

Online payments of **approved** items are made directly to the vendor using purchasing cards issued in the 211 call center specialists' name. If the vendor cannot be paid or the item cannot be purchased online, a check request is submitted for payment directly to the vendor. 211 processes check requests two times weekly. In rare instances, a restricted debit card may be provided directly to the client for the approved amount. All cards are time limited and must be returned to 211 with receipts within seven days.

**2.5 Accountability**

211 staff is responsible for tracking and reporting call center data, client demographic, eligibility and expenditure data, performance measures and outcomes. Most of this information will be reported from the Fund Manager software. Human Services will have direct access to Fund Manager for ad-hoc reports as needed. Follow up telephonic surveys will be conducted with a 10% sample of individuals to assess program impact and selected outcomes over time. These surveys are conducted at one- and three-month intervals after assistance is received.

211 will request reimbursement from the County on a monthly basis for staff and operational expenses. This invoice will be submitted concurrently with invoices from any other operations contracts between 211 and the County. All requests for reimbursement will consist of a cover letter signed by an authorized Agency representative and will include supporting documentation including invoices, receipts, pay stubs, training logs and any other documentation to verify the expenditures. Invoices are reviewed and reconciled by Human Services prior to approval for payment.

Funding for the direct client services emergency assistance pool will be advanced to 211 and will be held in a separate bank account. A separate invoice will be submitted for the emergency assistance pool, and will consist of a cover letter signed by an authorized Agency representative, supporting documentation with detailed client specific data to justify eligibility and expenditures and any repeat requests, a copy of the monthly bank account statement for the bank account in which the pool is held, and a report of the director-approved exception expenditures for the month. Client specific backup documentation may be submitted electronically on a CD/DVD.

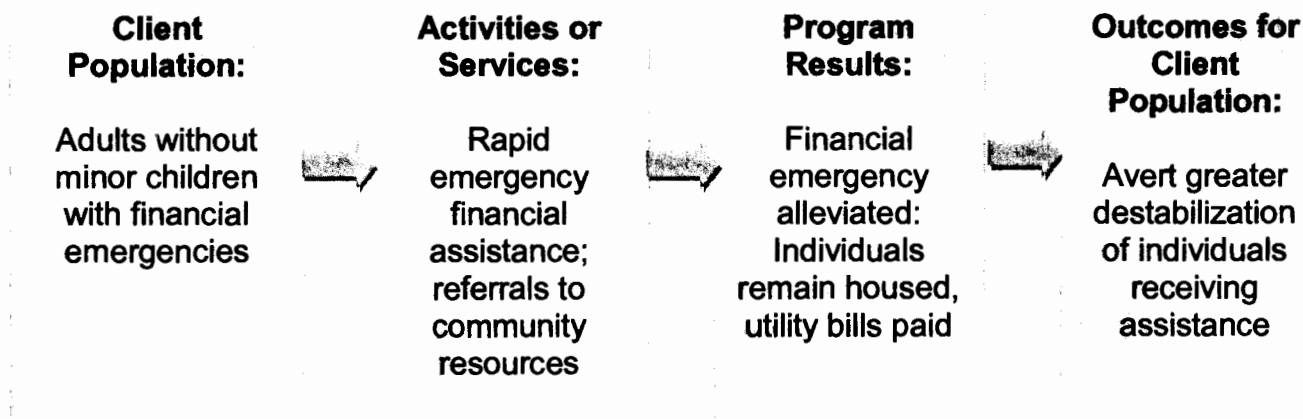
Upon reconciliation and approval of the monthly invoice for the direct client services emergency assistance pool, the County will reimburse 211 for expenditures until the entire emergency assistance pool contracted amount is reached. 211 will then continue to submit separate monthly invoices but will draw down against the emergency assistance pool until it is extinguished or the term of the contract is reached. In the event that funds remain in the emergency assistance pool at the end of the contract term, the remainder shall be remitted to the County no later than October 15, 2015.

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#### 3.0 Measures, Outcomes & Reports

**Program Goal:** *Alleviate immediate financial emergencies* for adults without minor children.



#### 3.1 Emergency Financial Assistance Pilot Program Performance Measures

- Total number/ % of emergency financial assistance calls received
- Number / % dropped or abandoned calls
- Call answer rate
- Average talk time
- Average call wait time
- Average number of calls by day and time and by call center specialist
- Time to process request (enter into system, receive approval)

*Number and percentage of:*

- Reasons for financial emergency (lost job, housing crisis, income insufficiency)
- All callers answered
- All callers assessed for emergency financial assistance (approved and denied)
- Clients served by type and amount of assistance
- Program met and unmet needs of callers
- Unique callers by need

#### 3.2 Immediate Program Outcome Examples:

**[Measured by actual requests approved and successful payment of assistance to vendors]**

- Number of individuals that maintained utilities due to emergency assistance
- Number of individuals that maintained current housing due to emergency assistance (avoid foreclosure/eviction)
- Number of individuals able to attend work or medical appointments due to emergency assistance (transportation)
- Number of individuals able to retain employment due to emergency assistance (required work materials)
- Number of individuals able to move into affordable housing situation due to emergency financial assistance
- Number of individuals referred and linked to community resources.
- Clients reporting satisfaction with program services (from survey of 100% of clients)

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**3.3 Longer-Term Outcome Measure Examples**

**[Measured using Likert scale telephonic survey of 10% of clients at one/ three month intervals]**

- Housing clients remaining housed for 1 month
- Housing clients remaining housed for 3 months
- Utility clients who do not require utility assistance for 1 month
- Utility clients who do not require utility assistance for 3 months
- Clients receiving emergency assistance who did not need additional financial assistance from this program after 1 month
- Clients receiving emergency assistance who did not need additional financial assistance from this program after 3 months
- Clients reporting improved financial situation after 1 month
- Clients reporting improved financial situation after 3 months

**3.4 Reports (some reports will be directly accessible via Fund Manager)**

- Daily direct client services pool balance report
- Weekly direct client services expenditure report with itemized purchases and remaining available balance
- Monthly invoices accompanied by detailed documentation of direct client expenditures
  - Monthly copy of bank statement for bank account holding pool funds
  - Monthly report of Director approved exception expenditures
- Monthly invoices accompanied by detailed documentation of 211 operational expenditures
- Monthly reports of program performance measures
- Quarterly survey results to assess program impact and outcomes over time

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**ATTACHMENT "B" – FLOW CHART**

**ATTACHED SEPARATELY**



# ADULT EMERGENCY FINANCIAL ASSISTANCE PILOT PROGRAM

