



DATE: September 24, 2015

AGENDA ITEM NO. 20

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

 County Administrator's Signature: 

**Subject:**

Approval of Ranking of Firms and Negotiated Agreement – Human Services – Homeless Street Outreach Teams  
Contract No. 145-0256-P(JA)

**Department:**

Human Services / Purchasing

**Staff Member Responsible:**

Lourdes Benedict, Director / Joe Lauro, Director

**Recommended Action:**

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE RANKING OF FIRMS AND NEGOTIATED AGREEMENT WITH DIRECTIONS FOR MENTAL HEALTH, INC., CLEARWATER, FL., AND OPERATION PAR, INC., PINELLAS PARK, FL, FOR HUMAN SERVICES – HOMELESS STREET OUTREACH TEAMS.

IT IS FURTHER RECOMMENDED THE CHAIRMAN SIGN THE AGREEMENTS AND THE CLERK ATTEST.

**Summary Explanation/Background:**

This contract provides for the administration of the homeless street outreach program. Award through this Request for Proposal (RFP) supports the salaries/fringe benefits, specified administrative costs, and related expenses of four (4) outreach case managers assigned to partner with law enforcement officers to engage and link those hard to reach homeless citizens with needed shelter and supportive programs.

An RFP was released July 7, 2015, resulting in two (2) responsive submittals. Both Directions for Mental Health, Inc., and Operation PAR, Inc. were deemed qualified as a result of the evaluation process based upon several factors, including cost, qualifications, experience and approach. As both submittals were complete offering specified requirements, negotiations were not required with either firm. The contract has a term of sixty (60) months beginning October 1, 2015. Prices may be adjusted upon mutual consent of the contractor and County.

The firms in order of ranking after scoring are attached on the Ranking Spreadsheet.

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

Not to exceed expenditure Operation Par, Inc.:	\$326,320.00
Not to exceed expenditure Directions for Mental Health, Inc.:	\$829,578.00
Estimated sixty (60) month expenditure not to exceed:	\$1,155,898.00

Funding is derived from the Human Services Homeless Prevention Initiative.

**Exhibits/Attachments:**

Contract Review  
Services Agreement  
Ranking Spreadsheet



**PURCHASING DEPARTMENT  
CONTRACT REVIEW TRANSMITTAL**

**CATS  
NO.:47220**

**PROJECT: Human Services – Homeless Street Outreach Teams**

**BID NUMBER: 145-0256-P(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 on pages 10-14    **PRODUCT ONLY** ☐  
This is an annual contract. Estimated Expenditure: \$ 239,230.48

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	Purchasing Dept. J. Lauro, Director C. Mancuso, Asst. Director	5/6	<i>[Signature]</i>		
	Requesting Dept. Lourdes Benedict, Director Tim Burns	5/20 5/14	<i>[Signature]</i> <i>[Signature]</i>	Revised budget, criteria, submission guidelines outlined and emailed * See sheet attached	

**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 212400 Fund    *Grant funded?*
- 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.	Risk Management Director Attn: Virginia E. Holscher (Check applicable box at right)	6/1/15	<i>[Signature]</i>	Pls see changes p 12-14	HIGH RISK
4.	Legal Attn: Miles Belknap	6/15/15	<i>[Signature]</i>		

**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:** 5/19/2015

TENTATIVE DATES	TBD
5/22/2015	
Advertisement:	Opening:

## SERVICES 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 Operation PAR, Inc., Pinellas Park, FL ("Contractor" or "Agency") (individually, "Party," collectively, "Parties").

### WITNESSETH:

WHEREAS, the County requested proposals pursuant to 145-0256-P(JA) ("RFP") for Human Services - Homeless Street Outreach Team Services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

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

#### 1. Definitions.

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

B. "County Confidential Information" means any County information deemed confidential and/or exempt from Section 119 07, Florida Statutes, Section 24(a), Article 1 of the Florida Constitution, HIPAA, HITECH, or other applicable law, including, but not limited to, data or information referenced in the BAA executed by the parties and attached hereto, and any other information designated in writing by the County as County Confidential Information.

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

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

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

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

3. **Services.**

A. **Services.** The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. **Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from \_\_\_\_\_ 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 Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

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

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

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

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

4. **Term of Agreement.**

A. **Initial Term.** The term of this Agreement shall commence on:

☒ October 1, 2015

☒ and shall remain in full force and effect for sixty (60) months, or until termination of the Agreement, whichever occurs first

**B. Term Extension.**

☒ The term of this Agreement shall not be extended unless agreed to by the parties, in writing

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

**A. Services Fee.** As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5 B and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

**B.** ☒ The County agrees to pay the Contractor the not-to-exceed sum of \$326,320 00, for services completed and accepted as provided in Section 15 herein, if applicable, and payable at the monthly rates and subject to the annual not-to-exceed amounts set out in Exhibit C, upon submittal of an invoice as required herein.

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

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

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

**E. Payments.** Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to:

☒ to the designated person as set out in Section 18 herein.

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

**6. Personnel.**

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

**B. Approval and Replacement of Personnel.** The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor

Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

**7. Termination.**

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

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

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

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

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

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

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

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

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

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

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

**A. County Confidential Information.** Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date

of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

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

**C. Public Records.** Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

**10. Audit.** Contractor 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.** Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, and public records laws including the requirements specified in Fla. Stat. 119.0701. Contractor is and shall remain an independent contractor, and Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 at 8 U.S.C 1324. et. seq., and regulations relating thereto, as either may be amended from time to time. Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement

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

**13. Liability and Insurance.**

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

**B. Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any

other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.

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

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 Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

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 Contractor, and either accept or reject the deliverable(s) by written notice to Operation PAR, Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. **Subcontracting/Assignment.**

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

B. **Assignment**

☒ This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

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

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 Tim Burns, Division Director  
Human Services Department  
440 Court Street, 2<sup>nd</sup> Floor  
Clearwater, FL 33758

For Contractor

Attn Attn: Dianne Clark, PHD, Chief  
Operation PAR, Inc  
6655 66<sup>th</sup> Street North  
Pinellas Park, FL 33781

with a copy to:  
Purchasing Director  
Pinellas County Purchasing Department  
400 South Fort Harrison Avenue  
Clearwater, FL 33758

**19. Conflict of Interest.**

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.

B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

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

**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 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)*

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

**PINELLAS COUNTY, FLORIDA**

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

Operation PAR, Inc.

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

By: Dianne L. Clarke

Name: DIANNE L. CLARKE

Title: COO/ED

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

By: \_\_\_\_\_  
Deputy Clerk

**APPROVED AS TO FORM**

By:  \_\_\_\_\_  
Office of the County Attorney

SERVICES AGREEMENT

EXHIBIT A  
STATEMENT OF WORK

**1. Target Population:**

- a. The target population for services under this program includes any homeless person living on the street or other places not meant for human habitation in the target areas of St. Petersburg, Pinellas Park, Clearwater, Tarpon Springs, or Lealman and unincorporated parts of Pinellas County.
- b. From time-to-time, additional populations may be targeted

**2. Agency Requirements**

- a. **AGENCY** shall maintain 501(C)(3) nonprofit organization status and must continually be licensed by the State of Florida for the provision of mental health and/or substance abuse treatment
- b. As a condition of receipt of a funding award from Pinellas County, the **AGENCY** agrees to list new or updated program data in the 211 online database **AGENCY** agrees to participate in the Tampa Bay Information Network (TBIN) administered by 211 Tampa Bay Cares, Inc. (211) unless **COUNTY** agrees in writing that the **AGENCY** is exempt. The terms and conditions of being an active TBIN participant are incorporated into this Agreement for reference (See Attachment 1).
- c. **AGENCY** agrees to execute a Data Sharing Agreement (Attachment 2) and provide program and other information in electronic format to the Pinellas County Mental Health and Substance Abuse Data Collaborative for the purpose of research and policy development
- d. The **AGENCY** agrees to execute a HIPAA Business Associate Agreement upon execution of this Agreement. (See Attachment 3.) The **AGENCY** is a Business Associate and **AGENCY** agrees to use and disclose Protected Health Information in compliance with the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and shall disclose any policies, rules or regulations enforcing these provisions upon request
- e. **AGENCY** shall comply with applicable sections of the Pinellas County Homeless Leadership Board's Minimum Standards of Care for Approved Services Providers (Attachment 4 )
- f. **Monitoring:**
  - i. **AGENCY** will comply with **COUNTY** and departmental policies and procedures.
  - ii. **AGENCY** will cooperate in monitoring site visits including, but not limited to, review of staff, fiscal and client records and provision of related information at any reasonable time.
  - iii. **AGENCY** will submit other reports and information in such formats and at such times as may be prescribed by the **COUNTY**.
  - iv. **AGENCY** will submit reports on any monitoring of the program funded in whole or in part by the **COUNTY** that are conducted by federal, state or local governmental agencies or other funders.
  - v. If the **AGENCY** receives accreditation reviews, each accreditation review will be submitted to the **COUNTY** after receipt by **AGENCY**
  - vi. All monitoring reports will be as detailed as may be reasonably requested by the **COUNTY** and will be deemed incomplete if not satisfactory to the **COUNTY** as determined in its sole reasonable discretion. Reports will contain the information or be in the format as may be requested by the **COUNTY**. If approved by the **COUNTY**, the **COUNTY** will accept a report from another monitoring agency in lieu of reports customarily required by the **COUNTY**.

## SERVICES AGREEMENT

### EXHIBIT A STATEMENT OF WORK

- g. **Documentation:** The **AGENCY** shall maintain and provide the following documents upon request by the **COUNTY** within three (3) business days of receiving the request.
    - i. Articles of Incorporation
    - ii. **AGENCY** By-Laws
    - iii. Past 12 months of financial statements and receipts
    - iv. Membership list of governing board
    - v. All legally required licenses
    - vi. Latest agency financial audit and management letter
    - vii. Biographical data on the **AGENCY** chief executive and program director
    - viii. Equal Employment Opportunity Program
    - ix. Inventory system – (equipment records)
    - x. IRS Status Certification/601 (c) (3)
    - xi. Current job descriptions for staff positions
    - xii. Match documentation
    - xiii. Continuity of Operation Plan (Disaster Preparedness Plan)
  - h. **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 address needs for like services within the community at the request of the **COUNTY**. This period may be extended within the current contract period at the discretion of the Human Services Director. The **AGENCY** will provide the **COUNTY** with a current copy of their Continuity of Operations Plan upon request.
  - i. **Special Situations:** **AGENCY** agrees to inform **COUNTY** within one (1) business day of any circumstances or events which may reasonably be considered to jeopardize its capability to continue to meet its obligations under the terms of this Agreement. Incidents may include, but are not limited to, those resulting in injury, media coverage or public reaction that may have an impact on the **AGENCY's** or **COUNTY's** ability to protect and serve its participants, or other significant effect on the **AGENCY** or **COUNTY**. Incidents shall be reported to the designated **COUNTY** contact below by phone or email only. Incident report information shall not include any identifying information of the participant.
- 3 **Scope of Work and Responsibilities**
- a. Outreach will include making basic contact with homeless individuals, conducting assessments such as a coordinated prioritization assessment, addressing basic needs, linking services, and providing follow-up and advocacy, as determined in coordination with the County. When homeless persons are identified, the Street Outreach Team will attempt to engage them into services that could effectively alleviate their homelessness, such as securing shelter and arranging for follow-up with appropriate providers that meet the homeless individual's particular needs. Outreach is viewed as a process rather than an outcome, with a focus on establishing rapport and a goal of eventually engaging people and linking them to the shelter and services they need and
  - b. The Street Outreach Team will respond to calls from partnering police/sheriffs' departments that report related concerns or request assistance with homeless individuals. The Street Outreach Teams should promote a spirit of collaboration with business owners, police, clergy and neighborhood representatives, as they can be valuable "eyes and ears" to assist in outreach efforts
  - c. Street Outreach Case Managers will work with the County to encourage connection to critical services and sustained, permanent housing options as appropriate. Along with defined outreach activities, program staff may be required to assist in permanent housing placement, sustained case management, and follow-up as determined necessary to achieve successful outcomes
  - d. Each team will be expected to work a full, forty (40) hour work week. Actual days and hours of operation may vary and teams will be required to work evenings and weekends, as needed. The current estimated break down of hours per area is as follows: 40 hours each for St. Petersburg, Pinellas Park and Lealman, 32 hours for Clearwater, and 8 hours

## SERVICES AGREEMENT

### EXHIBIT A STATEMENT OF WORK

for Tarpon Springs (allocation subject to change based on determination by the County). Prior to the start of a contract term, each team shall submit their estimated weekly work schedule to the Contract Manager. This proposed schedule should include occasional night and weekend hours, to ensure the diverse population is being reached.

- e. Approximately 70-80% of the outreach worker's time will be spent in the community assisting street homeless individuals. Follow-up on client referrals and placements, attendance at meetings and efforts to expand partner relationships will require the remainder of the outreach worker's time. Agencies are expected to provide back-up coverage for the outreach workers during vacations, sick days, out of town trainings, etc
- f. The street outreach teams will be responsible for working with shelters and helping develop procedures for quick referral and placement of homeless individuals contact through the Street Outreach Program.
- g. On a bi-monthly basis, Teams will meet with the Human Services Planning and Contracts division to address needs and concerns, provide updates, problem solve, and ensure contract compliance and data integrity. The location of this meeting will vary, and will be scheduled by the Contract Manager.
- h. Community meetings for which the outreach worker's attendance may be required include the Pinellas County Homeless Leadership Board meetings, Family Service Initiative (FSI) meetings, Adult Financial Assistance meetings, meetings with county and city staff, Police and Sheriff's Department staff meetings, and the bi-monthly meetings of the Street Outreach Facilitation Team. The agency may also be requested to participate in other community meetings to promote the Homeless Street Outreach Program to interested community groups. The Street Outreach Teams should play an integral role in the strategic plan to reduce homelessness in coordination with County-wide system efforts and assist the HLB when necessary.
- i. Point in Time Participation: Outreach staff are expected to participate in the Homeless Point in Time survey activities in January of each year.
- j. Behavioral Health High Utilizer Pilot: The Street Outreach Teams are expected to assist in locating and engaging identified system high-utilizers in the community as requested by partnering organizations.
- k. The outreach teams are expected to assist with Disaster Preparedness activities. Prior to the start of hurricane season in June, outreach staff will make a targeted effort to educate the homeless population about disaster planning, and immediately prior to an emergency event will assist in the dissemination of pertinent educational materials that encourage safety for the homeless population. Following a disaster or emergency event, outreach teams will coordinate with County staff for recovery efforts.

#### 4. **Direct Service Expenditure Guidelines**

##### a. General

- i. Direct client service funds shall be included as part of the Outreach Program for cases where unique circumstances warrant unique solutions. A minimum of \$1,000.00 per month shall be included in the budget for direct client services.
- ii. The County will only reimburse for pre-approved categories of direct service expenditures.
- iii. Street Outreach Teams are encouraged to utilize community partners and resources to the degree possible to assist clients.

##### b. Hotel Placements

- i. Hotels expenses will not be reimbursed by the County unless approved in writing prior to use.
- ii. If there are no available units at approved shelters, the Street Outreach Team Member will immediately notify the Human Service Contract Manager so that additional capacity or locations can be secured.

##### c. Family Services Initiative/Adult Emergency Financial Assistance Program Pilot

- i. 211 Tampa Bay Cares, Inc. can and should be used as a resource for those clients who are eligible

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EXHIBIT A  
STATEMENT OF WORK

- d. **Food and Toiletry Assistance**
    - i. Reasonable food and toiletry assistance may be provided when necessary to prevent homelessness and/or to assist with basic needs when someone transitions from homelessness to shelter or housing.
    - ii. Food and toiletry assistance should always be coupled with a connection to longer term resources such as local food pantries, Supplemental Nutrition Assistance Program (SNAP) benefits, or other assistance
  - e. **Out-of-County Relocation Assistance**
    - i. The County currently funds Traveler's Aid through other community partnerships. Therefore, relocation costs, including bus passes, will not be reimbursed unless previously approved in writing by the County.
    - ii. Funds shall not be used for air travel, car or moving van rental, storage unit rental, or other moving expenses.
5. **Outcomes and Evaluation**
- a. The **AGENCY** agrees to submit a quarterly Program Outcomes Report (See Attachment 5) to the **COUNTY**. The **COUNTY** reserves the right to amend these data elements, performance measures, or reports as necessary to ensure that the overall programmatic purpose is demonstrated, quantified, and achieved. This report shall be submitted to the **COUNTY** no later than forty five (45) days following the end of the quarter. Where no activity has occurred within the preceding period, the **AGENCY** shall provide a written explanation for non-activity during the quarter. The report formats shall be prescribed and provided by the **COUNTY**.
  - b. The goal for this program is to bring together components of law enforcement and case management to rapidly connect homeless individuals in need to community resources to assist them in obtaining and maintaining housing. This goal will be evaluated on both a short and long term basis through system performance measures, including, but not limited to, the following:
    - i. Increase in the percent of persons who exit street homelessness to emergency shelter, safe haven, transitional housing, or permanent housing destination
    - ii. Thoroughness in reaching homeless individuals and families:
      - 1. Geographic coverage- Identify areas where homeless are encountered within each city.
      - 2. Street Outreach Team Effort
        - a. Number of hours and contacts made within each area
        - b. Number of contacts made per day
        - c. Average number of contacts made per week and month
    - iii. Percentage of homeless contacts who will be assisted with basic health and social needs through referrals
    - iv. Percentage of homeless clients who will be assisted with basic health and social needs through use of direct service funds
  - c. Required service delivery outcomes may be amended from time-to-time to ensure compliance and achievement of community goals. The contracted agency shall participate fully in entering and maintaining detailed information in the Tampa Bay Information Network (TBIN) and in utilizing a coordinated assessment program, as specified by the County in conjunction with the HLB.

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**2-1-1**

This organization agrees to maintain accurate and up-to-date agency and program listing with 2-1-1 Tampa Bay Cares, Inc. Additionally, this organization will list newly or update changed program data or programs no longer in operation with 2-1-1 Tampa Bay Cares, Inc. within thirty (30) calendar days of the date that the program change or addition. This organization can update their information through the 2-1-1 Tampa Bay Cares, Inc. in several ways:

- Through the online database at [www.211connects.org](http://www.211connects.org) by clicking the “Search Services” icon then registering for an account on the online database. Once you have a verified account, within your program and agency record on the online database, click the report incorrect information or verify information link on your listing above the map. See the YouTube video tutorial for assistance on [www.211connects.org](http://www.211connects.org) in the Community Partners Section on the “Update Your 2-1-1 Agency Listing” page.
- Calling on the phone to 727-210-4239 or by email at [update@211tampabay.org](mailto:update@211tampabay.org) and putting in a request for an update. Either of these methods will start a ticket so you can track your update process and communicate with 211 staff about your update needs.

This organization will review and update their data, at least once annually, or upon request by 2-1-1 Tampa Bay Cares, Inc. Finally, in times of disaster, this organization will respond to update inquiries by 2-1-1 Tampa Bay Cares staff before, during, or after a disaster.

**TBIN**

This organization agrees to be an active participant in the Tampa Bay Information Network (TBIN) and remain in active compliance. TBIN is administered by 2-1-1 Tampa Bay Cares, Inc. on behalf of the Pinellas County Homeless Leadership Board, Inc. The Tampa Bay Information Network (TBIN) is a shared client management information system for basic needs health and human service agencies to measure. TBIN measures system-wide effectiveness of the progress of all homeless services organization in helping clients end homelessness. This organization's active participation and remaining compliant with data entry requirements in TBIN is required under this contract.

**Active Participation**

This organization will be considered an active participating agency at the moment they complete the following steps/documentation and are entering data into TBIN. Those items of steps/documentation include:

- Initial Discovery Site Visit by TBIN Staff
- TBIN MOU & HIPAA Agreement Signed and on file at 2-1-1 Tampa Bay Cares, Inc.
- Agency Administrator/Point of Contact Designation Form is on file at 211 TBC.
- All necessary staff have completed at least skill Level 1 Training & Homework.



## SERVICES AGREEMENT

### ATTACHMENT 1 TO EXHIBIT A

- Data has been entered into the system in real-time.

This organization will be considered a "Pending TBIN Member Agency" if any of the above steps/documentation have not been completed. This organization will be considered "Not a participant" if they have not completed any of the above steps/documentation.

### **Compliance**

Compliance is measured after this organization has begun data entry into TBIN. In addition to data entry requirements, this organization must comply with all TBIN Policies and Procedures. Compliance will be reported to the homeless system of care monthly and annually through data quality report cards and status reports. These reports will come directly from the TBIN staff from data entered into the TBIN system by the TBIN Member Agency.

As long as the TBIN Member Agency is entering data and meeting all TBIN Policies and procedures, they will be considered in compliance in Good Standing.

### **Reporting**

In addition to the monthly report cards shared by the TBIN staff with all contract managers, this organization will submit TBIN reports outlined below.

- For non-housing organizations, they should submit the TBIN Client Served Report monthly for review by no later than the 15th of each month.
- For housing organizations, they should submit the TBIN Program Census Report in the Advanced Reporting Tool (ART) section and Entry/Exit Report in the basic reporting section by no later than the 15th of each month.

For more information, please contact the TBIN staff over the phone at 7272104239 or by email at [tbina@211tampabay.org](mailto:tbina@211tampabay.org).

### **Repercussions**

This organization agrees to remain a participating and compliant organization with the Tampa Bay Information Network (TBIN). All attempts will be made to work with this organization to ensure active participation and compliance. Failure to participate or remain in compliance will result in the end of funds being distributed to this organization and will adversely affect the scoring of future funding applications possibly disqualifying this organization from future funding opportunities.

### **Confidentiality, Privacy and Security**

This organization will ensure that:

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- It complies with all TBIN Policies and Procedures. See TBIN Policies and Procedures Manual.
- A Privacy Notice is posted in the client waiting area.  
All clients have current Client Consent form and/or Client Release form on file or get one signed prior to entering client information into TBIN.
- A client's refusal to sign a Client Consent form shall not preclude client from receiving services or be construed to preclude client from receiving services provided by the Agency. If a client refuses, document it on the form by writing "refusal" on the client signature line and have the case manager and a witness sign the form.
- Each workstation used for TBIN activity will have antivirus software installed and running.
- Network that provides internet our to access TBIN will have a firewall protecting the network. If no firewall, the computer will have the firewall enabled.
- Any email communication to any TBIN partner containing personal identifiable information on clients shall be sent through a secure method like with zendesk, sharepoint, or encrypted prior to delivery to the recipient
- This organization 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 TBIN Policies and Procedures as well as federal, state or local law and related regulations.

In the event of improper disclosure of client information whether from TBIN or any other measure, this organization will inform the contract manager and the TBIN staff about the disclosure within 48 hours of becoming aware of the disclosure. This organization will take all necessary steps to correct and remedy any damage caused by the improper disclosure and will actively work to prevent future occurrences. If the disclosure involved TBIN, this organization will inform the TBIN staff about the disclosure within 48 hours of becoming aware of the disclosure. This organization may be placed on corrective action and need to follow the process as outlined in the TBIN Policies and Procedures. This organization will follow all required TBIN staff recommendations to ensure the disclosure is not repeated.

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ATTACHMENT 2 TO EXHIBIT A

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 Operation PAR, Inc. will provide program information to include operational, fiscal, client service, and other program information in electronic format to the County for the sole purpose of research and policy development. This information will be provided quarterly or on an as needed basis as defined by the County.
- 2 This information will be crossed through the Data Collaborative with systems containing state and local information about involvement in criminal justice, human services, mental health, substance abuse, EMS and other systems as available for the sole purpose of understanding cross-system involvement for policy and planning.
- 3 The County will assure that the information used by the Data Collaborative will not be released, shared, or transferred in an identifiable manner to any organization and will be stored in a HIPAA compliant location 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.

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ATTACHMENT 3 TO EXHIBIT A

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement (hereinafter referred to as AGREEMENT) is entered into by and between Pinellas County, a political subdivision of the State of Florida (hereinafter referred to as COVERED ENTITY) and the business associate named on the signature page hereof (hereinafter referred to as BUSINESS ASSOCIATE) (each hereinafter referred to as PARTY and collectively hereinafter referred to as the PARTIES) on this \_\_\_\_ day of \_\_\_\_\_, 2015

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

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

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

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

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

**ARTICLE I  
DEFINITIONS**

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

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

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

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

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

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

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

1.8 **"Underlying Agreement"** shall mean the services agreement executed by the COVERED ENTITY and BUSINESS ASSOCIATE, if any

1.9 **"Use" or "Uses"** shall mean, with respect to Health Information, the sharing, employment, application, utilization, examination or analysis of such Health Information within BUSINESS ASSOCIATE's internal operations

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

**ARTICLE II  
OBLIGATIONS OF BUSINESS ASSOCIATE**

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

2.2 **Obligations and Activities of Business Associate** BUSINESS ASSOCIATE agrees to:

- a. Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law.
- b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.
- c. Report to covered entity any unauthorized acquisition, access, use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware.
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information
- e. Make available protected health information in a designated record set to the COVERED ENTITY as necessary to satisfy covered entity's obligations under 45 CFR 164.524

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ATTACHMENT 3 TO EXHIBIT A

- f. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526.
- g. Maintain and make available the information required to provide an accounting of disclosures to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.528.
- h. To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s).
- i. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

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

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

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

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

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

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

2.4 Compliance with Security Provisions. BUSINESS ASSOCIATE shall

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- a. Implement and maintain administrative safeguards as required by 45 CFR §164.308, physical safeguards as required by 45 CFR §164.310 and technical safeguards as required by 45 CFR §164.312.
- b. Implement and document reasonable and appropriate policies and procedures as required by 45 CFR §164.316.
- c. Be in compliance with all requirements of the HITECH ACT related to security and applicable as if BUSINESS ASSOCIATE were a covered entity, as such term is defined in HIPAA.
- d. BUSINESS ASSOCIATE shall use its best efforts to implement and maintain technologies and methodologies that render PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH ACT.

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

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

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

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

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

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

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

4. To the extent the information is available to BUSINESS ASSOCIATE, its written notice shall include the information required by 45 CFR §164.410.

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

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

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

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

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

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

a. Provide to COVERED ENTITY an accounting of each disclosure of Health Information made by BUSINESS ASSOCIATE or its employees, agents, representatives or subcontractors as required by the Privacy Regulations. For each Disclosure that requires an accounting under this Section 2.10, BUSINESS ASSOCIATE shall track the information required by the Privacy Regulations, and shall securely maintain the information for six (6) years from the date of the Disclosure.

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

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

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

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

2.12 Access to Electronic Health Records.



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- a. If BUSINESS ASSOCIATE is deemed to use or maintain an Electronic Health Record on behalf of COVERED ENTITY with respect to PHI, BUSINESS ASSOCIATE shall provide an individual with a copy of the information contained in such Electronic Health Record in an electronic format and, if the individual so chooses, transmit such copy directly to an entity or person designated by the individual upon request, to the extent an individual has the right to request a copy of the PHI maintained in such Electronic Health Record pursuant to 45 CFR § 164.524 and makes such a request to BUSINESS ASSOCIATE
- b. BUSINESS ASSOCIATE may charge a fee to the individual for providing a copy of such information, but such fee may not exceed BUSINESS ASSOCIATE's labor costs in responding to the request for the copy
- c. At COVERED ENTITY'S request, BUSINESS ASSOCIATE shall provide COVERED ENTITY with a copy of an individual's PHI maintained in an Electronic Health Record in an electronic format in a time and manner designated by COVERED ENTITY in order for COVERED ENTITY to comply with 45 CFR §164.524, as amended by the HITECH ACT.

2.13 Limitations on Use of PHI for Marketing Purposes.

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

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

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

ARTICLE III  
TERM AND TERMINATION

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

3.2 Termination of AGREEMENT

- a. Upon becoming aware of a pattern of activity or practice of either PARTY that constitutes a material breach or violation of obligations under the AGREEMENT, the non-breaching PARTY shall immediately notify the PARTY in breach.
- b. Notification shall be provided in writing and shall specify the nature of the breach.
- c. Report the breach or violation to the SECRETARY if such termination is not feasible.
- d. Upon termination of this AGREEMENT for any reason, BUSINESS ASSOCIATE shall return or destroy all PHI consistent with Section 3.4 as follows:
  - 1) BUSINESS ASSOCIATE shall destroy PHI in a manner that renders the PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH ACT and shall certify in writing to COVERED ENTITY that such PHI has been destroyed in compliance with such standards; or

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- 2) Return of PHI shall be made in a mutually agreed upon format and timeframe and at no additional cost to BUSINESS ASSOCIATE
- e. Where return or destruction are not feasible, BUSINESS ASSOCIATE shall continue to extend the protections of the AGREEMENT to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible

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

3.4 Disposition of Health Information Upon Termination or Expiration Upon termination or expiration of this AGREEMENT, BUSINESS ASSOCIATE shall either return or destroy, in COVERED ENTITY's sole discretion and in accordance with any instructions by COVERED ENTITY, all Health Information in the possession or control of BUSINESS ASSOCIATE and its agents and subcontractors. In such event, BUSINESS ASSOCIATE shall retain no copies of such Health Information. If BUSINESS ASSOCIATE determines that neither return nor destruction of

Health Information is feasible, BUSINESS ASSOCIATE shall notify COVERED ENTITY of the conditions that make return or destruction infeasible, and may retain Health Information provided that BUSINESS ASSOCIATE: (a) continues to comply with the provisions of this AGREEMENT for as long as it retains Health Information, and (b) further limits uses and disclosures of Health Information to those purposes that make the return or destruction of Health Information infeasible.

**ARTICLE IV  
MISCELLANEOUS**

4.1 Indemnification. Notwithstanding anything to the contrary in the Underlying Agreement, BUSINESS ASSOCIATE agrees to indemnify, defend and hold harmless COVERED ENTITY and COVERED ENTITY's employees, directors, officers, subcontractors or agents against all damages, losses, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) and all liability to third parties arising from any breach of this AGREEMENT by BUSINESS ASSOCIATE or its employees, directors, officers, subcontractors, agents or other members of BUSINESS ASSOCIATE's workforce. BUSINESS ASSOCIATE's obligation to indemnify shall survive the expiration or termination of this AGREEMENT.

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

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

4.4 Non-Waiver A failure of any PARTY to enforce at any time any term, provision or condition of this AGREEMENT, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein. Waiver of any term, provision or condition of this

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AGREEMENT shall not be valid unless in writing, signed by the waiving PARTY and only to the extent set forth in such writing.

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

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

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

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

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

If to BUSINESS ASSOCIATE

Attn. Dianne Clark, PHD, Chief  
Operation PAR, Inc.  
6655 66<sup>th</sup> Street North  
Pinellas Park, FL 33781

If to COVERED ENTITY:

Tim Burns, Division Director  
Human Services Department  
440 Court Street, 2<sup>nd</sup> Floor  
Clearwater, FL 33766

4.10 Applicable Law and Venue. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. The PARTIES agree that all actions or proceedings arising in connection with

this AGREEMENT shall be tried and litigated exclusively in the state or federal courts located in or nearest to Pinellas County, Florida

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

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IN WITNESS WHEREOF, each of the undersigned has caused this AGREEMENT to be duly executed in its name and on its behalf effective as of this \_\_\_\_ day of \_\_\_\_\_, 2015.

COVERED ENTITY:

Pinellas County Department of  
Human Services

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

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

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

BUSINESS ASSOCIATE:

Operation PAR, Inc.

By: Dianne L. Clarke

Print Name: DIANNE L. CLARKE

Print Title: COO/ED

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

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

Senior Assistant County Attorney

SERVICES AGREEMENT

ATTACHMENT 4 TO EXHIBIT A

Categories of Review for HLB 'Approved' Service Providers

Minimum Standards	Type of Provider	Method of Monitoring	Fully Meets	Partially Meets	Needs Improvement	Comments/Remarks
<b>Organizational Structure and Management</b>						
Organization must be a registered 501 (c) 3. An exception to this standard is that the organization has applied for (c) 3 status and has obtained a sponsoring organization who has status, while waiting for its own (c) 3 status to come through IRS.	All	IRS Letter, Fiscal Agent Agreement/MOU				
If fees are collected, they are clearly stated in writing with resident signed acknowledgement.	Shelters	On-site Verification/ Observation; Intake Packet; Self-report				
The organization has an organization chart delineating the administrative responsibility of all persons working in the shelter.	Shelters	Self-report, Organization can Produce within 3-5 Business Days				
The executive director/CEO is not the chairman of the BOD, but, may be an ex officio (non-voting) member of the BOD. The majority of Board members are independent. Independent for this purpose means non staff member and unrelated familial to staff and other Board members.	All	Self-report, Sunbiz.org, IRS 990				
<b>Statutory Compliance</b>						
The organization has a written policy that prohibits requiring, mandating or improperly influencing religious participation as a prerequisite to receiving agency services.	All	Policy and Procedure Manual				
The organization does not discriminate against anyone by policy, language, or action on the grounds or race, creed, color, age, gender, sexual orientation, gender identity or expression, disability, national origin, familial composition, veterans' status or religious preference. The agency has a written non-discrimination policy that states all of the above.	All	Policy and Procedure Manual				

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Minimum Standards	Type of Provider	Method of Monitoring	Fully Meets	Partially Meets	Needs Improvement	Comments/Remarks
The organization has a uniform policy that prohibits sexual harassment which is applicable to staff, trustees, volunteers and clients.	All	Policy and Procedure Manual				
The organization has a Drug-Free Workplace Policy that is applicable to all staff and volunteers and which is posted in an area where all employees have access.	All	Policy and Procedure Manual				
The facility is in compliance with applicable provisions of the Americans with Disabilities Act and the Fair Housing Act. There is a written plan for reasonable accommodation of persons with disabilities.	All	Policy and Procedure Manual; On-Site Verification/Observation				
<b>Personnel</b>						
The organization has written personnel policies that can be produced on request.	All	Policy and Procedure Manual				
The organization has an employee and volunteer code of conduct that is made available to all new employees and volunteers and can be produced upon request	All	Volunteer Code of Conduct				
The organization encourages and supports appropriate training for staff professional development.	All	On-site Inspection of Training Logs ; staff interviews				
If applicable, the organization has a process for keeping any required licensure of staff and volunteers up to date.	All	On-site Verification/Observation				
The organization has a policy that prohibits conflict of interest and nepotism for staff.	All	Policy and Procedure Manual				
There is an adequate number of paid and/or volunteer program staff and security staff in relation to the number of clients served as required by License Standards, if any	All	On-site Verification /Observation				
All staff and volunteers are identifiable to clients and visitors.	All	On-site Verification/Observation				

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Minimum Standards	Type of Provider	Method of Monitoring	Fully Meets	Partially Meets	Needs Improvement	Comments/Remarks
Organization staff has been trained in emergency evacuation, first aid procedures and CPR procedures, and receives on-going in-service training in counseling skills and handling tensions in a non-violent manner.	Shelters and supportive housing	On-site Inspection of Training Logs				
Organization staff and volunteers are trained on continuity of business plan annually prior to the hurricane season.	All	On-site Inspection of Training Logs				
Organization staff and volunteers receive training on relevant community resources, social service programs, client rights, ethics, code of conduct, safety, confidentiality, HIPAA, and ADA.	All	On-site Inspection of Training Logs				
<b>Fiscal Administration</b>						
The organization maintains a financial management system that is accurate, clear and current and on a monthly basis produces financial statements.	All	Financial Statements are Made Available upon Request				
The organization has written, updated accounting policies and procedures which may be produced upon request.	All	Policy and Procedure				
<b>Organization Operations</b>						
The changing needs of homeless people are routinely assessed. The information gathered is used to determine program direction and updates.	All	Review of Staff Minutes, Client Survey; Agency CQI Plan; Policy and Procedures				
The organization effectively collaborates with the system of homeless providers and other community organizations as well as other service providers.	All	Attendance at service providers meetings, records of participation in HLB sponsored activities, review of client files shows collaboration with other providers; Information accurate and current in TBIN.				
The organization has written client eligibility criteria consistent with funding requirements appropriate for the target population. The admissions policy,	All	Policy Made Available upon Request, On-site Verification/Observation				

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including re-entry policies and procedures are posted.						
Minimum Standards	Type of Provider	Method of Monitoring	Fully Meets	Partially Meets	Needs Improvement	Comments/Remarks
The organization has a cultural competency plan that includes access to translation services for persons with limited English proficiency.	All	Submit upon request; Self-Report				
The organization has written intake and client record keeping procedures and files that include intake interviews and records of services provided.	All	Submit Upon Request; Self-Report				
Client evaluation and feedback are collected, analyzed, available, and used. Clients are encouraged to complete exit surveys.	All	Submit Upon Request				
Hours of operation and service availability are established and maintained to accommodate the needs of clients and are made known to clients.	All	Staff Interviews; On-site Verification/Observation				
The organization has policies and procedures in place designed to identify sex offenders who are subject to community notification requirements at intake and these policies and procedures are adhered to.	Shelters	Policy and Procedure Manual; Staff and Client Interviews				
The organization has policies and procedures that are evaluated regularly to measure effectiveness and recommendations for improvements are duly considered. The policy should address how often this occurs.	All	Staff Interviews; Review of Staff and Board Minutes.				
If the organization holds funds or possessions on behalf of clients, the organization has a written policy describing how and when the funds or possessions shall be promptly returned upon the client's request. The organization has records of accountability for any money management/payee programs; clients' funds or possessions turned over to the program for safekeeping.	All	Policy and Procedure Manual				



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The organization prohibits possession and the use of alcohol or illegal drugs on site and the possession of weapons on site, and has written policy to that effect.	Shelters and Supportive Housing	On-site Verification; Review of Client Files				
<b>Minimum Standards</b>	<b>Type of Provider</b>	<b>Method of Monitoring</b>	<b>Fully Meets</b>	<b>Partially Meets</b>	<b>Needs Improvement</b>	<b>Comments/Remarks</b>
The organization has written policies for intake procedures and criteria for admitting people to the shelter.	Shelters	Policy and Procedure Manual				
At the time of intake, the appropriate staff member shall review with facility residents the following: program rules and guidelines; Rerelease of information, confidentiality, privacy, data collection and HIPPA rules, which receipt of this information, is immediately acknowledged in writing by the residents.	Shelters and Supportive Housing	Policy and Procedure Manual; Review of Client Files; Staff and Client Interviews				
The organization provides all residents with, and posts in a conspicuous place, a copy of house rules and regulations, and a copy of the disciplinary and grievance procedures. Receipt of this policy is acknowledged in writing by the residents.	Shelters	On-site Verification/Observation, Review of Client Files; Client and Staff Interviews				
The organization refers people to the appropriate shelter agency or referral service if they cannot provide shelter or a needed service.	Shelters	On-site Verification/Observation, TBIN Client Data				
The organization has provisions for storing, refrigerating, securing and retrieving residents' medication (if applicable). There is a policy and procedure which outlines how prescribed and over the counter medications is handled and addressed. A medication log is maintained and updated by staff as client medications are distributed ( if applicable),	Shelters	Policy and Procedure Manual, On-site Verification/Observation; Review of Medication Log				
The organization refers residents to a medical facility or clinic for needed health examinations and medical care, emergency treatment, and follow-up visits.	Shelters	On-site Interviews with Staff and Clients				

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Client Rights						
Minimum Standards	Type of Provider	Method of Monitoring	Fully Meets	Partially Meets	Needs Improvement	Comments/Remarks
The organization has a written document outlining clients' rights which is posted, read and otherwise made known to clients upon admission, with accommodation for literacy and language barriers. Upon intake, all clients receive a copy of the clients' rights document which includes instructions for grievances and appeals and identifies the agency clients' rights officer (if applicable).	All	On-site Verification/Observation, Review of Client Files; Staff and Client Interviews.				
Children and youth have access to public education and receive assistance exercising their rights as protected by federal and state laws regarding requirements for enrollment in school.	Shelters	Client Interviews; Policy and Procedure Manual; Client Files				
The organization has a written, posted policy for consent or non-consent to searches and clients are verbally informed of the policy and receive the policy in writing.	Shelters	Policy and Procedure Manual; Review of Client Files; Staff and Client interviews				
The organization has a written plan and process for reporting child and elder abuse.	All	Policy and Procedure Manual; Interviews with Staff				
The organization has posted their written policy for privacy, data collection and client confidentiality.	Shelters	Policy and Procedure Manual; On-site Verification/Observation				
The organization has a designated space for locking and securing client files in order to ensure client confidentiality.	All	On-site Verification/Observation; Staff Interviews				
Offenders must be allowed to attend all meetings designated by the supervising probation officer.	Shelters	Policy and Procedure Manual, Staff and Client Interviews; Review of Client Files				
If applicable, the organization informs clients, in writing, at entry if they offer religious, support group, or other group activities as a part of the program.	Shelters	Review of Client Files; Staff and Client Interviews				
Shelter clients may use the shelter as a legal residence for the purpose of voter registration.	Shelters	Staff and Client Interviews				

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<b>Services Planning</b>						
Program staff develops case plans and/or housing support plans with clients based on the client assessment and needs and input from the client. The organization has a policy which insures this plan assists clients toward self-sufficiency.	All	Review of Client Files; Staff and Client Interviews; Review of Policy and Procedures				
<b>Facility Standards</b>						
For facility based programs with clients, the organization complies with all applicable building, housing, zoning environmental, fire, health, safety, and life safety codes and fair housing laws.	Shelters and Supportive Housing	On-site Verification/Observation				
The organization has available and accessible, at all times, first aid equipment and supplies, and has established and posted procedures and emergency contact numbers for medical and other emergencies.	Shelters and Supportive Housing	On-site Verification/Observation				
A bed, crib, cot or a mat with clean and appropriate linens and bedding is provided for each client except in extenuating overflow situations	Shelters	On-site Verification/Observation; Staff and Client Interviews				
In congregate facilities restrooms should have an adequate number of showers and toilets for the number of clients housed in the facility.	Shelters and Supportive Housing	On-site Verification/Observation				
The general appearance of the building is well maintained. Facilities are in good repair. Windows and doors operate properly and are not broken and can be secured properly.	Shelters and Supportive Housing	On-site Verification/Observation				
The facility has heating units for winter and the ability to create airflow in hot weather.	Shelters and Supportive Housing	On-site Verification/Observation				
The shelter must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the shelter.		On-site Verification/Observation				

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Minimum Standards	Type of Provider	Method of Monitoring	Fully Meets	Partially Meets	Needs Improvement	Comments/Remarks
The facility must be kept in a safe and sanitary condition. The shelter building must be structurally sound to protect residents from the elements and not pose any threat to the health and safety of the residents	Shelters and Supportive Housing	On-site Verification/Observation				
There is a fire and disaster safety plan and a hurricane evacuation plan if the facility is located in an evacuation zone. The shelter has regular fire drills.	Shelters & Supportive Housing	Fire and Safety Plan; On-site Verification/Observation				
In facilities housing children, testing for lead has been done and necessary remediation has taken place in accordance with applicable law (N.A. for buildings constructed after 1978).	Shelters, , Rapid-Rehousing & Supportive Housing	Review of Agency Records				
The shelter has established written protocols to guide staff actions and program services regarding injury and disease prevention within the shelter setting. At a minimum, the shelter maintains up-to-date statements on its policies regarding HIV/AIDS, mandatory implementation of universal precautions, and control of tuberculosis and blood borne pathogens as per the Department of Public Health guidelines.	Shelters	Policy and Procedure Manual ; Staff Interviews				
Shelter has made adequate provisions for the sanitary storage and preparation of any food provided. Food preparation areas, if any, must contain suitable space and equipment to store, prepare and serve food in a safe and sanitary manner.	Shelters	On-site verification				
The shelter has a security plan to deter theft and resident harm.	Shelters	Review of Security Plan				

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Minimum Standards	Type of Provider	Method of Monitoring	Fully Meets	Partially Meets	Needs Improvement	Comments/Remarks
There must be at least one working smoke detector in each occupied unit of the shelter. When possible, smoke detectors must be located near sleeping areas. The fire alarm system must be designed for hearing-impaired residents. All public areas of the shelter must have at least one working smoke detector. There must also be a second means of exiting the building in the event of a fire or other emergency	Shelters	On-site Verification/Observation of Logged Records				
<b>Data Collection</b>						
The facility enters data into the Tampa Bay Information Network (TBIN) unless prohibited by confidentiality laws or accepted standards,	All	TBIN Reports				
The organization publishes a privacy policy describing its policies and practices for the processing of data and provides a copy of such policy to any individual upon request.	All	TBIN Reports				
The organization's privacy policy requires staff to inform clients of the purpose for data collection and explain all client rights concerning the collection and use of their private information.	All	TBIN Reports				
The organization requires each member of its staff to sign (annually or otherwise) a confidentiality agreement acknowledging receipt of a copy of the privacy policy and pledging to comply with the privacy policy. This agreement is updated when there are any significant changes to the agreement	All	Review of Staff Personnel Files				

## EXHIBIT B

## INSURANCE REQUIREMENTS

## 1. 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.
  - (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.

## EXHIBIT B

## INSURANCE REQUIREMENTS

- 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*

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.
- (2) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A, titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
  - (3) 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
  - (4) 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.
  - (5) 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
  - (6) All policies shall be written on a primary, non-contributory basis
  - (7) 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

EXHIBIT B

INSURANCE REQUIREMENTS

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.

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

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

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$100,000.00
Per Employee Disease	\$100,000.00
Policy Limit Disease	\$500,000.00

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. Policy must not contain any sexual misconduct or physical abuse exclusion(s). If such exclusion(s) 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.

Limits	
Combined Single Limit Per Occurrence	\$1,000,000 00
Products/Completed Operations Aggregate	\$1,000,000 00
Personal Injury and Advertising Injury	\$1,000,000.00
General Aggregate	\$2,000,000 00

(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 00

(4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits



EXHIBIT B

INSURANCE REQUIREMENTS

Each Occurrence	\$1,000,000 00
General Aggregate	\$1,000,000 00

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

Limits

Each Occurrence or Claim	\$1,000,000 00
General Aggregate	\$1,000,000 00

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 (Breach Response/Event Management expense coverage sublimit can be no less than fifty (50%) percent of the aggregate) with at least minimum limits as follows:

Limits

Each Occurrence	\$1,000,000 00
General Aggregate	\$1,000,000 00

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

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

## EXHIBIT B

## INSURANCE REQUIREMENTS

	YEARS 1 and 2	YEAR 3	YEAR 4	YEAR 5
<b>Total Monthly Cost for One (1) Team Operation*</b>	\$4,322.00	\$4,404.00	\$4,488.00	\$4,574.00
<b>Monthly Direct Service Allowance (per team)</b>	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
<b>X months</b>	x 24	x 12	x 12	x 12
<b>Total Annual Cost for One (1) Team Operation</b>	\$127,728.00	\$64,848.00	\$65,856.00	\$66,888.00
<b>5 Year Total for One (1) Team Operation</b>				\$326,320.00

\*The monthly rate for teams includes all staff salaries and administrative costs for successful operation of the teams, and is to remain the same whether award is for the minimum one (1) or maximum four (4) teams.

Number of teams proposed:   1

## EXHIBIT D

## PAYMENT/INVOICES

**PAYMENT/INVOICES:**

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

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

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218 76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process

**INVOICE INFORMATION:**

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

<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).

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.
- 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.

## SERVICES 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 Directions for Mental Health, Inc., Clearwater, FL ("Contractor" or "Agency") (individually, "Party," collectively, "Parties").

### WITNESSETH:

WHEREAS, the County requested proposals pursuant to 145-0256-P(JA) ("RFP") for Human Services - Homeless Street Outreach Team Services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

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

#### 1. Definitions.

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

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

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

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

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

diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

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

3. **Services.**

A. **Services.** The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. **Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from 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 Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

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

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

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

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

4. **Term of Agreement.**

A. **Initial Term.** The term of this Agreement shall commence on:

☒ October 1, 2015

☒ and shall remain in full force and effect for sixty (60) months, or until termination of the Agreement, whichever occurs first.

**B. Term Extension.**

☒ The term of this Agreement shall not be extended unless agreed to by the parties, in writing.

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

**A. Services Fee.** As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

**B. ☒** The County agrees to pay the Contractor the not-to-exceed sum of \$276,526.00, for services completed and accepted as provided in Section 15 herein, if applicable, and payable at the monthly rates and subject to the annual not-to-exceed amounts set out in Exhibit C upon submittal of an invoice as required herein.

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

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

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

**E. Payments.** Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to:

☒ to the designated person as set out in Section 18 herein.

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

**6. Personnel.**

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

**B. Approval and Replacement of Personnel.** The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient



knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

**7. Termination.**

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

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

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

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

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

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

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

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

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

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

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

**A. County Confidential Information.** Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County

pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

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

**C. Public Records.** Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

**10. Audit.** Contractor 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.** Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, and public records laws including the requirements specified in Fla. Stat. 119.0701. Contractor is and shall remain an independent contractor, and Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 at 8 U.S.C 1324, et. seq., and regulations relating thereto, as either may be amended from time to time. Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

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

**13. Liability and Insurance.**

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

**B. Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or

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

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

**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 Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

**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 Contractor, and either accept or reject the deliverable(s) by written notice to Directions for Mental Health, Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

**16. Subcontracting/Assignment.**

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

B. **Assignment.**

☒ This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

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

**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: Tim Burns, Division Director  
Human Services Department  
440 Court Street, 2<sup>nd</sup> Floor  
Clearwater, FL 33756

For Contractor:

Attn: Attn:  
Directions for Mental Health, Inc.  
1437 South Belcher Road  
Clearwater, FL 33764

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

**19. Conflict of Interest.**

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.

B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

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

**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 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)

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

PINELLAS COUNTY, FLORIDA

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

Directions for Mental Health, Inc.

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

By: 

Name: ABDUL LOTFI

Title: President and CEO

ATTEST:  
KEN BURKE, CLERK OF COURT

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM

By:   
Office of the County Attorney

SERVICES AGREEMENT

EXHIBIT A  
STATEMENT OF WORK

1. **Target Population:**

- a. The target population for services under this program includes any homeless person living on the street or other places not meant for human habitation in the target areas of St. Petersburg, Pinellas Park, Clearwater, Tarpon Springs, or Lealman and unincorporated parts of Pinellas County.
- b. From time-to-time, additional populations may be targeted.

2. **Agency Requirements**

- a. **AGENCY** shall maintain 501(C)(3) nonprofit organization status and must continually be licensed by the State of Florida for the provision of mental health and/or substance abuse treatment.
- b. As a condition of receipt of a funding award from Pinellas County, the **AGENCY** agrees to list new or updated program data in the 211 online database. **AGENCY** agrees to participate in the Tampa Bay Information Network (TBIN) administered by 211 Tampa Bay Cares, Inc. (211) unless **COUNTY** agrees in writing that the **AGENCY** is exempt. The terms and conditions of being an active TBIN participant are incorporated into this Agreement for reference (See Attachment 1).
- c. **AGENCY** agrees to execute a Data Sharing Agreement (Attachment 2) and provide program and other information in electronic format to the Pinellas County Mental Health and Substance Abuse Data Collaborative for the purpose of research and policy development.
- d. The **AGENCY** agrees to execute a HIPAA Business Associate Agreement upon execution of this Agreement. (See Attachment 3.) The **AGENCY** is a Business Associate and **AGENCY** agrees to use and disclose Protected Health Information in compliance with the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and shall disclose any policies, rules or regulations enforcing these provisions upon request.
- e. **AGENCY** shall comply with applicable sections of the Pinellas County Homeless Leadership Board's Minimum Standards of Care for Approved Services Providers (Attachment 4.)
- f. **Monitoring:**
  - i. **AGENCY** will comply with **COUNTY** and departmental policies and procedures.
  - ii. **AGENCY** will cooperate in monitoring site visits including, but not limited to, review of staff, fiscal and client records and provision of related information at any reasonable time.
  - iii. **AGENCY** will submit other reports and information in such formats and at such times as may be prescribed by the **COUNTY**.
  - iv. **AGENCY** will submit reports on any monitoring of the program funded in whole or in part by the **COUNTY** that are conducted by federal, state or local governmental agencies or other funders.
  - v. If the **AGENCY** receives accreditation reviews, each accreditation review will be submitted to the **COUNTY** after receipt by **AGENCY**.
  - vi. All monitoring reports will be as detailed as may be reasonably requested by the **COUNTY** and will be deemed incomplete if not satisfactory to the **COUNTY** as determined in its sole reasonable discretion. Reports will contain the information or be in the format as may be requested by the **COUNTY**. If approved by the **COUNTY**, the **COUNTY** will accept a report from another monitoring agency in lieu of reports customarily required by the **COUNTY**.

SERVICES AGREEMENT

EXHIBIT A  
STATEMENT OF WORK

- g. **Documentation:** The AGENCY shall maintain and provide the following documents upon request by the COUNTY within three (3) business days of receiving the request.
    - i. Articles of Incorporation
    - ii. AGENCY By-Laws
    - iii. Past 12 months of financial statements and receipts
    - iv. Membership list of governing board
    - v. All legally required licenses
    - vi. Latest agency financial audit and management letter
    - vii. Biographical data on the AGENCY chief executive and program director
    - viii. Equal Employment Opportunity Program
    - ix. Inventory system – (equipment records)
    - x. IRS Status Certification/501 (c) (3)
    - xi. Current job descriptions for staff positions
    - xii. Match documentation
    - xiii. Continuity of Operation Plan (Disaster Preparedness Plan)
  - h. **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 address needs for like services within the community at the request of the COUNTY. This period may be extended within the current contract period at the discretion of the Human Services Director. The AGENCY will provide the COUNTY with a current copy of their Continuity of Operations Plan upon request.
  - i. **Special Situations:** AGENCY agrees to inform COUNTY within one (1) business day of any circumstances or events which may reasonably be considered to jeopardize its capability to continue to meet its obligations under the terms of this Agreement. Incidents may include, but are not limited to, those resulting in injury, media coverage or public reaction that may have an impact on the AGENCY's or COUNTY's ability to protect and serve its participants, or other significant effect on the AGENCY or COUNTY. Incidents shall be reported to the designated COUNTY contact below by phone or email only. Incident report information shall not include any identifying information of the participant.
3. **Scope of Work and Responsibilities**
- a. Outreach will include making basic contact with homeless individuals, conducting assessments such as a coordinated prioritization assessment, addressing basic needs, linking services, and providing follow-up and advocacy, as determined in coordination with the County. When homeless persons are identified, the Street Outreach Team will attempt to engage them into services that could effectively alleviate their homelessness, such as securing shelter and arranging for follow-up with appropriate providers that meet the homeless individual's particular needs. Outreach is viewed as a process rather than an outcome, with a focus on establishing rapport and a goal of eventually engaging people and linking them to the shelter and services they need and
  - b. The Street Outreach Team will respond to calls from partnering police/sheriffs' departments that report related concerns or request assistance with homeless individuals. The Street Outreach Teams should promote a spirit of collaboration with business owners, police, clergy and neighborhood representatives, as they can be valuable "eyes and ears" to assist in outreach efforts.
  - c. Street Outreach Case Managers will work with the County to encourage connection to critical services and sustained, permanent housing options as appropriate. Along with defined outreach activities, program staff may be required to assist in permanent housing placement, sustained case management, and follow-up as determined necessary to achieve successful outcomes
  - d. Each team will be expected to work a full, forty (40) hour work week. Actual days and hours of operation may vary and teams will be required to work evenings and weekends, as needed. The current estimated break down of hours per area is as follows: 40 hours



## SERVICES AGREEMENT

### EXHIBIT A STATEMENT OF WORK

- each for St. Petersburg, Pinellas Park and Lealman, 32 hours for Clearwater, and 8 hours for Tarpon Springs (allocation subject to change based on determination by the County). Prior to the start of a contract term, each team shall submit their estimated weekly work schedule to the Contract Manager. This proposed schedule should include occasional night and weekend hours, to ensure the diverse population is being reached.
- e. Approximately 70-80% of the outreach worker's time will be spent in the community assisting street homeless individuals. Follow-up on client referrals and placements, attendance at meetings and efforts to expand partner relationships will require the remainder of the outreach worker's time. Agencies are expected to provide back-up coverage for the outreach workers during vacations, sick days, out of town trainings, etc.
  - f. The street outreach teams will be responsible for working with shelters and helping develop procedures for quick referral and placement of homeless individuals contact through the Street Outreach Program.
  - g. On a bi-monthly basis, Teams will meet with the Human Services Planning and Contracts division to address needs and concerns, provide updates, problem solve, and ensure contract compliance and data integrity. The location of this meeting will vary, and will be scheduled by the Contract Manager.
  - h. Community meetings for which the outreach worker's attendance may be required include the Pinellas County Homeless Leadership Board meetings, Family Service Initiative (FSI) meetings, Adult Financial Assistance meetings, meetings with county and city staff, Police and Sheriff's Department staff meetings, and the bi-monthly meetings of the Street Outreach Facilitation Team. The agency may also be requested to participate in other community meetings to promote the Homeless Street Outreach Program to interested community groups. The Street Outreach Teams should play an integral role in the strategic plan to reduce homelessness in coordination with County-wide system efforts and assist the HLB when necessary.
  - i. Point in Time Participation: Outreach staff are expected to participate in the Homeless Point in Time survey activities in January of each year.
  - j. Behavioral Health High Utilizer Pilot: The Street Outreach Teams are expected to assist in locating and engaging identified system high-utilizers in the community as requested by partnering organizations.
  - k. The outreach teams are expected to assist with Disaster Preparedness activities. Prior to the start of hurricane season in June, outreach staff will make a targeted effort to educate the homeless population about disaster planning, and immediately prior to an emergency event will assist in the dissemination of pertinent educational materials that encourage safety for the homeless population. Following a disaster or emergency event, outreach teams will coordinate with County staff for recovery efforts.
4. **Direct Service Expenditure Guidelines**
- a. General
    - i. Direct client service funds shall be included as part of the Outreach Program for cases where unique circumstances warrant unique solutions. A minimum of \$1,000.00 per month shall be included in the budget for direct client services.
    - ii. The County will only reimburse for pre-approved categories of direct service expenditures.
    - iii. Street Outreach Teams are encouraged to utilize community partners and resources to the degree possible to assist clients.
  - b. Hotel Placements
    - i. Hotels expenses will not be reimbursed by the County unless approved in writing prior to use.
    - ii. If there are no available units at approved shelters, the Street Outreach Team Member will immediately notify the Human Service Contract Manager so that additional capacity or locations can be secured.
  - c. Family Services Initiative/Adult Emergency Financial Assistance Program Pilot

SERVICES AGREEMENT

EXHIBIT A  
STATEMENT OF WORK

- i. 211 Tampa Bay Cares, Inc. can and should be used as a resource for those clients who are eligible.
  - d. Food and Toiletry Assistance
    - i. Reasonable food and toiletry assistance may be provided when necessary to prevent homelessness and/or to assist with basic needs when someone transitions from homelessness to shelter or housing.
    - ii. Food and toiletry assistance should always be coupled with a connection to longer term resources such as local food pantries, Supplemental Nutrition Assistance Program (SNAP) benefits, or other assistance.
  - e. Out-of-County Relocation Assistance
    - i. The County currently funds Traveler's Aid through other community partnerships. Therefore, relocation costs, including bus passes, will not be reimbursed unless previously approved in writing by the County.
    - ii. Funds shall not be used for air travel, car or moving van rental, storage unit rental, or other moving expenses.
5. **Outcomes and Evaluation**
- a. The **AGENCY** agrees to submit a quarterly Program Outcomes Report (See Attachment 5) to the **COUNTY**. The **COUNTY** reserves the right to amend these data elements, performance measures, or reports as necessary to ensure that the overall programmatic purpose is demonstrated, quantified, and achieved. This report shall be submitted to the **COUNTY** no later than forty five (45) days following the end of the quarter. Where no activity has occurred within the preceding period, the **AGENCY** shall provide a written explanation for non-activity during the quarter. The report formats shall be prescribed and provided by the **COUNTY**.
  - b. The goal for this program is to bring together components of law enforcement and case management to rapidly connect homeless individuals in need to community resources to assist them in obtaining and maintaining housing. This goal will be evaluated on both a short and long term basis through system performance measures, including, but not limited to, the following:
    - i. Increase in the percent of persons who exit street homelessness to emergency shelter, safe haven, transitional housing, or permanent housing destination
    - ii. Thoroughness in reaching homeless individuals and families:
      - 1. Geographic coverage- Identify areas where homeless are encountered within each city.
      - 2. Street Outreach Team Effort
        - a. Number of hours and contacts made within each area
        - b. Number of contacts made per day
        - c. Average number of contacts made per week and month
    - iii. Percentage of homeless contacts who will be assisted with basic health and social needs through referrals
    - iv. Percentage of homeless clients who will be assisted with basic health and social needs through use of direct service funds.
  - c. Required service delivery outcomes may be amended from time-to-time to ensure compliance and achievement of community goals. The contracted agency shall participate fully in entering and maintaining detailed information in the Tampa Bay Information Network (TBIN) and in utilizing a coordinated assessment program, as specified by the County in conjunction with the HLB.

## SERVICES AGREEMENT

### ATTACHMENT 1 TO EXHIBIT A

#### **2-1-1**

This organization agrees to maintain accurate and up-to-date agency and program listing with 2-1-1 Tampa Bay Cares, Inc. Additionally, this organization will list newly or update changed program data or programs no longer in operation with 2-1-1 Tampa Bay Cares, Inc. within thirty (30) calendar days of the date that the program change or addition. This organization can update their information through the 2-1-1 Tampa Bay Cares, Inc. in several ways:

- Through the online database at [www.211connects.org](http://www.211connects.org) by clicking the "Search Services" icon then registering for an account on the online database. Once you have a verified account, within your program and agency record on the online database, click the report incorrect information or verify information link on your listing above the map. See the YouTube video tutorial for assistance on [www.211connects.org](http://www.211connects.org) in the Community Partners Section on the "Update Your 2-1-1 Agency Listing" page.
- Calling on the phone to 727-210-4239 or by email at [update@211tampabay.org](mailto:update@211tampabay.org) and putting in a request for an update. Either of these methods will start a ticket so you can track your update process and communicate with 211 staff about your update needs.

This organization will review and update their data, at least once annually, or upon request by 2-1-1 Tampa Bay Cares, Inc. Finally, in times of disaster, this organization will respond to update inquiries by 2-1-1 Tampa Bay Cares staff before, during, or after a disaster.

#### **TBIN**

This organization agrees to be an active participant in the Tampa Bay Information Network (TBIN) and remain in active compliance. TBIN is administered by 2-1-1 Tampa Bay Cares, Inc. on behalf of the Pinellas County Homeless Leadership Board, Inc. The Tampa Bay Information Network (TBIN) is a shared client management information system for basic needs health and human service agencies to measure. TBIN measures system-wide effectiveness of the progress of all homeless services organization in helping clients end homelessness. This organization's active participation and remaining compliant with data entry requirements in TBIN is required under this contract.

##### **Active Participation**

This organization will be considered an active participating agency at the moment they complete the following steps/documentation and are entering data into TBIN. Those items of steps/documentation include:

- Initial Discovery Site Visit by TBIN Staff
- TBIN MOU & HIPAA Agreement Signed and on file at 2-1-1 Tampa Bay Cares, Inc.
- Agency Administrator/Point of Contact Designation Form is on file at 211 TBC.
- All necessary staff have completed at least skill Level 1 Training & Homework.

## SERVICES AGREEMENT

### ATTACHMENT 1 TO EXHIBIT A

- Data has been entered into the system in real-time.

This organization will be considered a "Pending TBIN Member Agency" if any of the above steps/documentation have not been completed. This organization will be considered "Not a participant" if they have not completed any of the above steps/documentation.

### **Compliance**

Compliance is measured after this organization has begun data entry into TBIN. In addition to data entry requirements, this organization must comply with all TBIN Policies and Procedures. Compliance will be reported to the homeless system of care monthly and annually through data quality report cards and status reports. These reports will come directly from the TBIN staff from data entered into the TBIN system by the TBIN Member Agency.

As long as the TBIN Member Agency is entering data and meeting all TBIN Policies and procedures, they will be considered in compliance in Good Standing.

### **Reporting**

In addition to the monthly report cards shared by the TBIN staff with all contract managers, this organization will submit TBIN reports outlined below.

- For non-housing organizations, they should submit the TBIN Client Served Report monthly for review by no later than the 15th of each month.
- For housing organizations, they should submit the TBIN Program Census Report in the Advanced Reporting Tool (ART) section and Entry/Exit Report in the basic reporting section by no later than the 15th of each month.

For more information, please contact the TBIN staff over the phone at 7272104239 or by email at [tbina@211tampabay.org](mailto:tbina@211tampabay.org).

### **Repercussions**

This organization agrees to remain a participating and compliant organization with the Tampa Bay Information Network (TBIN). All attempts will be made to work with this organization to ensure active participation and compliance. Failure to participate or remain in compliance will result in the end of funds being distributed to this organization and will adversely affect the scoring of future funding applications possibly disqualifying this organization from future funding opportunities.

### **Confidentiality, Privacy and Security**

This organization will ensure that:

SERVICES AGREEMENT

ATTACHMENT 1 TO EXHIBIT A

- It complies with all TBIN Policies and Procedures. See TBIN Policies and Procedures Manual.
- A Privacy Notice is posted in the client waiting area.  
All clients have current Client Consent form and/or Client Release form on file or get one signed prior to entering client information into TBIN.
- A client's refusal to sign a Client Consent form shall not preclude client from receiving services or be construed to preclude client from receiving services provided by the Agency. If a client refuses, document it on the form by writing "refusal" on the client signature line and have the case manager and a witness sign the form.
- Each workstation used for TBIN activity will have antivirus software installed and running.
- Network that provides internet our to access TBIN will have a firewall protecting the network. If no firewall, the computer will have the firewall enabled.
- Any email communication to any TBIN partner containing personal identifiable information on clients shall be sent through a secure method like with zendesk, sharepoint, or encrypted prior to delivery to the recipient.
- This organization 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 TBIN Policies and Procedures as well as federal, state or local law and related regulations.

In the event of improper disclosure of client information whether from TBIN or any other measure, this organization will inform the contract manager and the TBIN staff about the disclosure within 48 hours of becoming aware of the disclosure. This organization will take all necessary steps to correct and remedy any damage caused by the improper disclosure and will actively work to prevent future occurrences. If the disclosure involved TBIN, this organization will inform the TBIN staff about the disclosure within 48 hours of becoming aware of the disclosure. This organization may be placed on corrective action and need to follow the process as outlined in the TBIN Policies and Procedures. This organization will follow all required TBIN staff recommendations to ensure the disclosure is not repeated.

SERVICES AGREEMENT

ATTACHMENT 2 TO EXHIBIT A

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. Directions for Mental Health, Inc. will provide program information to include operational, fiscal, client service, and other program information in electronic format to the County for the sole purpose of research and policy development. This information will be provided quarterly or on an as needed basis as defined by the County.
2. This information will be crossed through the Data Collaborative with systems containing state and local information about involvement in criminal justice, human services, mental health, substance abuse, EMS and other systems as available for the sole purpose of understanding cross-system involvement for policy and planning.
3. The County will assure that the information used by the Data Collaborative will not be released, shared, or transferred in an identifiable manner to any organization and will be stored in a HIPAA compliant location 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.

SERVICES AGREEMENT

ATTACHMENT 3 TO EXHIBIT A

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement (hereinafter referred to as AGREEMENT) is entered into by and between Pinellas County, a political subdivision of the State of Florida (hereinafter referred to as COVERED ENTITY) and the business associate named on the signature page hereof (hereinafter referred to as BUSINESS ASSOCIATE) (each hereinafter referred to as PARTY and collectively hereinafter referred to as the PARTIES) on this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

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

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

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

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

**ARTICLE I  
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

**ARTICLE II  
OBLIGATIONS OF BUSINESS ASSOCIATE**

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

2.2 **Obligations and Activities of Business Associate.** BUSINESS ASSOCIATE agrees to:

- a. Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law.
- b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.
- c. Report to covered entity any unauthorized acquisition, access, use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware.
- d. In accordance with 45 CFR 164.502(e)(1)(II) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- e. Make available protected health information in a designated record set to the COVERED ENTITY as necessary to satisfy covered entity's obligations under 45 CFR 164.524.



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- f. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526.
- g. Maintain and make available the information required to provide an accounting of disclosures to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.528.
- h. To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s).
- i. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

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

- a. Use and Disclose Health Information as necessary to perform Services for, or on behalf of COVERED ENTITY.
- b. Use Health Information to create aggregated or de-identified information consistent with the requirements of the Privacy Regulations.
- c. Use or Disclose Health Information (including aggregated or de-identified information) as otherwise directed by COVERED ENTITY provided that COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose Health Information in a manner that would not be permissible if done by COVERED ENTITY.
- d. To the extent required by the HITECH ACT, BUSINESS ASSOCIATE shall limit its use, disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended use, disclosure or request, respectively. Effective on the date the SECRETARY issues guidance on what constitutes "minimum necessary" for purposes of HIPAA, BUSINESS ASSOCIATE shall limit its use, disclosure or request of PHI to only the minimum necessary as set forth in such guidance.
- e. BUSINESS ASSOCIATE shall not use Health Information for any other purpose that would violate Subpart E of 45 CFR Part 164, except that if necessary, BUSINESS ASSOCIATE may use Health Information for the proper management and administration of BUSINESS ASSOCIATE or to carry out its legal responsibilities; provided that any use or disclosure described herein will not violate the Privacy Regulations or Florida law if done by COVERED ENTITY. Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may disclose Health Information for the proper management and administration of the BUSINESS ASSOCIATE, provided that with respect to any such disclosure either: (a) the disclosure is required by law (within the meaning of the Privacy Regulations) or (b) the disclosure would not otherwise violate Florida law and BUSINESS ASSOCIATE obtains reasonable written assurances from the person to whom the information is to be disclosed that such person will hold the information in confidence and will not use or further disclose such information except as required by law or for the purpose(s) for which it was disclosed by BUSINESS ASSOCIATE to such person, and that such person will notify BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

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2.4 Compliance with Security Provisions. BUSINESS ASSOCIATE shall:

- a. Implement and maintain administrative safeguards as required by 45 CFR §164.308, physical safeguards as required by 45 CFR §164.310 and technical safeguards as required by 45 CFR §164.312.
- b. Implement and document reasonable and appropriate policies and procedures as required by 45 CFR §164.316.
- c. Be in compliance with all requirements of the HITECH ACT related to security and applicable as if BUSINESS ASSOCIATE were a covered entity, as such term is defined in HIPAA.
- d. BUSINESS ASSOCIATE shall use its best efforts to implement and maintain technologies and methodologies that render PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH ACT.

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

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

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

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

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

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

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

4. To the extent the information is available to BUSINESS ASSOCIATE, its written notice shall include the information required by 45 CFR §164.410.

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

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

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

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

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

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

a. Provide to COVERED ENTITY an accounting of each disclosure of Health Information made by BUSINESS ASSOCIATE or its employees, agents, representatives or subcontractors as required by the Privacy Regulations. For each Disclosure that requires an accounting under this Section 2.10, BUSINESS ASSOCIATE shall track the information required by the Privacy Regulations, and shall securely maintain the information for six (6) years from the date of the Disclosure.

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

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

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

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

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2.12 Access to Electronic Health Records.

- a. If BUSINESS ASSOCIATE is deemed to use or maintain an Electronic Health Record on behalf of COVERED ENTITY with respect to PHI, BUSINESS ASSOCIATE shall provide an individual with a copy of the information contained in such Electronic Health Record in an electronic format and, if the individual so chooses, transmit such copy directly to an entity or person designated by the individual upon request, to the extent an individual has the right to request a copy of the PHI maintained in such Electronic Health Record pursuant to 45 CFR § 164.524 and makes such a request to BUSINESS ASSOCIATE.
- b. BUSINESS ASSOCIATE may charge a fee to the individual for providing a copy of such information, but such fee may not exceed BUSINESS ASSOCIATE's labor costs in responding to the request for the copy.
- c. At COVERED ENTITY'S request, BUSINESS ASSOCIATE shall provide COVERED ENTITY with a copy of an individual's PHI maintained in an Electronic Health Record in an electronic format in a time and manner designated by COVERED ENTITY in order for COVERED ENTITY to comply with 45 CFR §164.524, as amended by the HITECH ACT.

2.13 Limitations on Use of PHI for Marketing Purposes.

- a. BUSINESS ASSOCIATE shall not use or disclose PHI for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication:
  - 1) Complies with the requirements the definition of marketing contained in 45 CFR § 164.501; and
  - 2) Complies with the requirements of Subparagraphs a, b or c of Section 13406(a)(2) of the HITECH ACT.
- b. COVERED ENTITY shall cooperate with BUSINESS ASSOCIATE to determine if the foregoing requirements are met with respect to any such marketing communication.

ARTICLE III  
TERM AND TERMINATION

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

3.2 Termination of AGREEMENT.

- a. Upon becoming aware of a pattern of activity or practice of either PARTY that constitutes a material breach or violation of obligations under the AGREEMENT, the non-breaching PARTY shall immediately notify the PARTY in breach.
- b. Notification shall be provided in writing and shall specify the nature of the breach.
- c. Report the breach or violation to the SECRETARY if such termination is not feasible.
- d. Upon termination of this AGREEMENT for any reason, BUSINESS ASSOCIATE shall return or destroy all PHI consistent with Section 3.4 as follows:
  - 1) BUSINESS ASSOCIATE shall destroy PHI in a manner that renders the PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH ACT and shall certify in writing to COVERED ENTITY that such PHI has been destroyed in compliance with such standards; or

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

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

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

3.4 Disposition of Health Information Upon Termination or Expiration. Upon termination or expiration of this AGREEMENT, BUSINESS ASSOCIATE shall either return or destroy, in COVERED ENTITY's sole discretion and in accordance with any instructions by COVERED ENTITY, all Health Information in the possession or control of BUSINESS ASSOCIATE and its agents and subcontractors. In such event, BUSINESS ASSOCIATE shall retain no copies of such Health Information. If BUSINESS ASSOCIATE determines that neither return nor destruction of

Health Information is feasible, BUSINESS ASSOCIATE shall notify COVERED ENTITY of the conditions that make return or destruction infeasible, and may retain Health Information provided that BUSINESS ASSOCIATE: (a) continues to comply with the provisions of this AGREEMENT for as long as it retains Health Information, and (b) further limits uses and disclosures of Health Information to those purposes that make the return or destruction of Health Information infeasible.

ARTICLE IV  
MISCELLANEOUS

4.1 Indemnification. Notwithstanding anything to the contrary in the Underlying Agreement, BUSINESS ASSOCIATE agrees to indemnify, defend and hold harmless COVERED ENTITY and COVERED ENTITY's employees, directors, officers, subcontractors or agents against all damages, losses, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) and all liability to third parties arising from any breach of this AGREEMENT by BUSINESS ASSOCIATE or its employees, directors, officers, subcontractors, agents or other members of BUSINESS ASSOCIATE's workforce. BUSINESS ASSOCIATE's obligation to indemnify shall survive the expiration or termination of this AGREEMENT.

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

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

4.4 Non-Waiver. A failure of any PARTY to enforce at any time any term, provision or condition of this AGREEMENT, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein. Waiver of any term, provision or condition of this

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AGREEMENT shall not be valid unless in writing, signed by the waiving PARTY and only to the extent set forth in such writing.

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

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

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

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

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

If to BUSINESS ASSOCIATE:

Attn:

Directions for Mental Health, Inc.

1437 South Belcher Road

Clearwater, FL 33764

If to COVERED ENTITY:

Tim Burns, Division Director

Human Services Department

440 Court Street, 2<sup>nd</sup> Floor

Clearwater, FL 33756

4.10 Applicable Law and Venue. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. The PARTIES agree that all actions or proceedings arising in connection with

this AGREEMENT shall be tried and litigated exclusively in the state or federal courts located in or nearest to Pinellas County, Florida.

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

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IN WITNESS WHEREOF, each of the undersigned has caused this AGREEMENT to be duly executed in its name and on its behalf effective as of this \_\_\_\_ day of \_\_\_\_\_, 2015.

**COVERED ENTITY:**

Pinellas County Department of  
Human Services

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

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

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

**BUSINESS ASSOCIATE:**

Directions for Mental Health, Inc.

By: [Signature]

Print Name: April Lott

Print Title: Director of Case Management

**APPROVED AS TO FORM**

**OFFICE OF COUNTY ATTORNEY**

By: [Signature]

Senior Assistant County Attorney

**SERVICES AGREEMENT**

**ATTACHMENT 4 TO EXHIBIT A**

**Categories of Review for HLB 'Approved' Service Providers**

<b>Minimum Standards</b>	<b>Type of Provider</b>	<b>Method of Monitoring</b>	<b>Fully Meets</b>	<b>Partially Meets</b>	<b>Needs Improvement</b>	<b>Comments/Remarks</b>
<b>Organizational Structure and Management</b>						
Organization must be a registered 501 (c) 3. An exception to this standard is that the organization has applied for (c) 3 status and has obtained a sponsoring organization who has status, while waiting for its own (c) 3 status to come through IRS.	All	IRS Letter, Fiscal Agent Agreement/MOU				
If fees are collected, they are clearly stated in writing with resident signed acknowledgement.	Shelters	On-site Verification/ Observation; Intake Packet; Self-report				
The organization has an organization chart delineating the administrative responsibility of all persons working in the shelter.	Shelters	Self-report, Organization can Produce within 3-5 Business Days				
The executive director/CEO is not the chairman of the BOD; but, may be an ex officio (non-voting) member of the BOD. The majority of Board members are independent. Independent for this purpose means non staff member and unrelated familial to staff and other Board members.	All	Self-report, Sunbiz.org, IRS 990				
<b>Statutory Compliance</b>						
The organization has a written policy that prohibits requiring, mandating or improperly influencing religious participation as a prerequisite to receiving agency services.	All	Policy and Procedure Manual				
The organization does not discriminate against anyone by policy, language, or action on the grounds of race, creed, color, age, gender, sexual orientation, gender identity or expression, disability, national origin, familial composition, veterans' status or religious preference. The agency has a written non-discrimination policy that states all of the above.	All	Policy and Procedure Manual				



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Minimum Standards	Type of Provider	Method of Monitoring	Fully Meets	Partially Meets	Needs Improvement	Comments/Remarks
The organization has a uniform policy that prohibits sexual harassment which is applicable to staff, trustees, volunteers and clients.	All	Policy and Procedure Manual				
The organization has a Drug-Free Workplace Policy that is applicable to all staff and volunteers and which is posted in an area where all employees have access.	All	Policy and Procedure Manual				
The facility is in compliance with applicable provisions of the Americans with Disabilities Act and the Fair Housing Act. There is a written plan for reasonable accommodation of persons with disabilities.	All	Policy and Procedure Manual; On- Site Verification/Observation				
<b>Personnel</b>						
The organization has written personnel policies that can be produced on request.	All	Policy and Procedure Manual				
The organization has an employee and volunteer code of conduct that is made available to all new employees and volunteers and can be produced upon request.	All	Volunteer Code of Conduct				
The organization encourages and supports appropriate training for staff professional development.	All	On-site inspection of Training Logs ; staff interviews				
If applicable, the organization has a process for keeping any required licensure of staff and volunteers up to date.	All	On-site Verification/Observation				
The organization has a policy that prohibits conflict of interest and nepotism for staff.	All	Policy and Procedure Manual				
There is an adequate number of paid and/or volunteer program staff and security staff in relation to the number of clients served as required by License Standards, if any.	All	On-site Verification /Observation				
All staff and volunteers are identifiable to clients and visitors.	All	On-site Verification/Observation				

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<b>Minimum Standards</b>	<b>Type of Provider</b>	<b>Method of Monitoring</b>	<b>Fully Meets</b>	<b>Partially Meets</b>	<b>Needs Improvement</b>	<b>Comments/Remarks</b>
Organization staff has been trained in emergency evacuation, first aid procedures and CPR procedures, and receives on-going in-service training in counseling skills and handling tensions in a non-violent manner.	Shelters and supportive housing	On-site Inspection of Training Logs				
Organization staff and volunteers are trained on continuity of business plan annually prior to the hurricane season.	All	On-site Inspection of Training Logs				
Organization staff and volunteers receive training on relevant community resources, social service programs, client rights, ethics, code of conduct, safety, confidentiality, HIPAA, and ADA.	All	On-site Inspection of Training Logs				
<b>Fiscal Administration</b>						
The organization maintains a financial management system that is accurate, clear and current and on a monthly basis produces financial statements.	All	Financial Statements are Made Available upon Request				
The organization has written, updated accounting policies and procedures which may be produced upon request.	All	Policy and Procedure				
<b>Organization Operations</b>						
The changing needs of homeless people are routinely assessed. The information gathered is used to determine program direction and updates.	All	Review of Staff Minutes; Client Survey; Agency CQI Plan; Policy and Procedures				
The organization effectively collaborates with the system of homeless providers and other community organizations as well as other service providers.	All	Attendance at service providers meetings, records of participation in HLB sponsored activities, review of client files shows collaboration with other providers; Information accurate and current in TBIN.				
The organization has written client eligibility criteria consistent with funding requirements appropriate for the target population. The admissions policy,	All	Policy Made Available upon Request, On-site Verification/Observation				

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Including re-entry policies and procedures are posted.						
Minimum Standards	Type of Provider	Method of Monitoring	Fully Meets	Partially Meets	Needs Improvement	Comments/Remarks
The organization has a cultural competency plan that includes access to translation services for persons with limited English proficiency.	All	Submit upon request; Self-Report				
The organization has written intake and client record keeping procedures and files that include intake interviews and records of services provided.	All	Submit Upon Request; Self-Report				
Client evaluation and feedback are collected, analyzed, available, and used. Clients are encouraged to complete exit surveys.	All	Submit Upon Request				
Hours of operation and service availability are established and maintained to accommodate the needs of clients and are made known to clients.	All	Staff Interviews; On-site Verification/Observation				
The organization has policies and procedures in place designed to identify sex offenders who are subject to community notification requirements at intake and these policies and procedures are adhered to.	Shelters	Policy and Procedure Manual; Staff and Client Interviews				
The organization has policies and procedures that are evaluated regularly to measure effectiveness and recommendations for improvements are duly considered. The policy should address how often this occurs.	All	Staff Interviews; Review of Staff and Board Minutes.				
If the organization holds funds or possessions on behalf of clients, the organization has a written policy describing how and when the funds or possessions shall be promptly returned upon the client's request. The organization has records of accountability for any money management/payee programs; clients' funds or possessions turned over to the program for safekeeping.	All	Policy and Procedure Manual				

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The organization prohibits possession and the use of alcohol or illegal drugs on site and the possession of weapons on site, and has written policy to that effect.	Shelters and Supportive Housing	On-site Verification; Review of Client Files				
<b>Minimum Standards</b>	<b>Type of Provider</b>	<b>Method of Monitoring</b>	<b>Fully Meets</b>	<b>Partially Meets</b>	<b>Needs Improvement</b>	<b>Comments/Remarks</b>
The organization has written policies for intake procedures and criteria for admitting people to the shelter.	Shelters	Policy and Procedure Manual				
At the time of intake, the appropriate staff member shall review with facility residents the following: program rules and guidelines; Rerelease of information, confidentiality, privacy, data collection and HIPPA rules, which receipt of this information, is immediately acknowledged in writing by the residents.	Shelters and Supportive Housing	Policy and Procedure Manual; Review of Client Files; Staff and Client Interviews				
The organization provides all residents with, and posts in a conspicuous place, a copy of house rules and regulations, and a copy of the disciplinary and grievance procedures. Receipt of this policy is acknowledged in writing by the residents.	Shelters	On-site Verification/Observation; Review of Client Files; Client and Staff Interviews				
The organization refers people to the appropriate shelter agency or referral service if they cannot provide shelter or a needed service.	Shelters	On-site Verification/Observation; TBIN Client Data				
The organization has provisions for storing, refrigerating, securing and retrieving residents' medication (if applicable). There is a policy and procedure which outlines how prescribed and over the counter medications is handled and addressed. A medication log is maintained and updated by staff as client medications are distributed ( if applicable),	Shelters	Policy and Procedure Manual; On-site Verification/Observation; Review of Medication Log.				
The organization refers residents to a medical facility or clinic for needed health examinations and medical care, emergency treatment, and follow-up visits.	Shelters	On-site Interviews with Staff and Clients				

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Client Rights						
Minimum Standards	Type of Provider	Method of Monitoring	Fully Meets	Partially Meets	Needs Improvement	Comments/Remarks
The organization has a written document outlining clients' rights which is posted, read and otherwise made known to clients upon admission, with accommodation for literacy and language barriers. Upon intake, all clients receive a copy of the clients' rights document which includes instructions for grievances and appeals and identifies the agency clients' rights officer (if applicable).	All	On-site Verification/Observation; Review of Client Files; Staff and Client Interviews.				
Children and youth have access to public education and receive assistance exercising their rights as protected by federal and state laws regarding requirements for enrollment in school.	Shelters	Client Interviews; Policy and Procedure Manual; Client Files				
The organization has a written, posted policy for consent or non-consent to searches and clients are verbally informed of the policy and receive the policy in writing.	Shelters	Policy and Procedure Manual; Review of Client Files; Staff and Client interviews				
The organization has a written plan and process for reporting child and elder abuse.	All	Policy and Procedure Manual; Interviews with Staff				
The organization has posted their written policy for privacy, data collection and client confidentiality.	Shelters	Policy and Procedure Manual; On-site Verification/Observation				
The organization has a designated space for locking and securing client files in order to ensure client confidentiality.	All	On-site Verification/Observation; Staff Interviews				
Offenders must be allowed to attend all meetings designated by the supervising probation officer.	Shelters	Policy and Procedure Manual; Staff and Client Interviews; Review of Client Files				
If applicable, the organization informs clients, in writing, at entry if they offer religious, support group, or other group activities as a part of the program.	Shelters	Review of Client Files; Staff and Client Interviews				
Shelter clients may use the shelter as a legal residence for the purpose of voter registration.	Shelters	Staff and Client Interviews				

**SERVICES AGREEMENT**

**ATTACHMENT 4 TO EXHIBIT A**

<b>Services Planning</b>						
Program staff develops case plans and/or housing support plans with clients based on the client assessment and needs and input from the client. The organization has a policy which insures this plan assists clients toward self-sufficiency.	All	Review of Client Files; Staff and Client Interviews; Review of Policy and Procedures				
<b>Facility Standards</b>						
For facility based programs with clients, the organization complies with all applicable building, housing, zoning environmental, fire, health, safety, and life safety codes and fair housing laws.	Shelters and Supportive Housing	On-site Verification/Observation				
The organization has available and accessible, at all times, first aid equipment and supplies, and has established and posted procedures and emergency contact numbers for medical and other emergencies.	Shelters and Supportive Housing	On-site Verification/Observation				
A bed, crib, cot or a mat with clean and appropriate linens and bedding is provided for each client except in extenuating overflow situations.	Shelters	On-site Verification/Observation; Staff and Client Interviews				
In congregate facilities restrooms should have an adequate number of showers and toilets for the number of clients housed in the facility.	Shelters and Supportive Housing	On-site Verification/Observation				
The general appearance of the building is well maintained. Facilities are in good repair. Windows and doors operate properly and are not broken and can be secured properly.	Shelters and Supportive Housing	On-site Verification/Observation				
The facility has heating units for winter and the ability to create airflow in hot weather.	Shelters and Supportive Housing	On-site Verification/Observation				
The shelter must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the shelter.		On-site Verification/Observation				

**SERVICES AGREEMENT**

**ATTACHMENT 4 TO EXHIBIT A**

<b>Minimum Standards</b>	<b>Type of Provider</b>	<b>Method of Monitoring</b>	<b>Fully Meets</b>	<b>Partially Meets</b>	<b>Needs Improvement</b>	<b>Comments/Remarks</b>
The facility must be kept in a safe and sanitary condition. The shelter building must be structurally sound to protect residents from the elements and not pose any threat to the health and safety of the residents.	Shelters and Supportive Housing	On-site Verification/Observation				
There is a fire and disaster safety plan and a hurricane evacuation plan if the facility is located in an evacuation zone. The shelter has regular fire drills.	Shelters & Supportive Housing	Fire and Safety Plan; On-site Verification/Observation				
In facilities housing children, testing for lead has been done and necessary remediation has taken place in accordance with applicable law (N.A. for buildings constructed after 1978).	Shelters, , Rapid-Rehousing & Supportive Housing	Review of Agency Records				
The shelter has established written protocols to guide staff actions and program services regarding injury and disease prevention within the shelter setting. At a minimum, the shelter maintains up-to-date statements on its policies regarding HIV/AIDS, mandatory implementation of universal precautions, and control of tuberculosis and blood borne pathogens as per the Department of Public Health guidelines.	Shelters	Policy and Procedure Manual ; Staff Interviews				
Shelter has made adequate provisions for the sanitary storage and preparation of any food provided. Food preparation areas, if any, must contain suitable space and equipment to store, prepare and serve food in a safe and sanitary manner.	Shelters	On-site verification				
The shelter has a security plan to deter theft and resident harm.	Shelters	Review of Security Plan				

SERVICES AGREEMENT

ATTACHMENT 4 TO EXHIBIT A

Minimum Standards	Type of Provider	Method of Monitoring	Fully Meets	Partially Meets	Needs Improvement	Comments/Remarks
There must be at least one working smoke detector in each occupied unit of the shelter. When possible, smoke detectors must be located near sleeping areas. The fire alarm system must be designed for hearing-impaired residents. All public areas of the shelter must have at least one working smoke detector. There must also be a second means of exiting the building in the event of a fire or other emergency.	Shelters	On-site Verification/Observation of Logged Records				
<b>Data Collection</b>						
The facility enters data into the Tampa Bay Information Network (TBIN) unless prohibited by confidentiality laws or accepted standards,	All	TBIN Reports				
The organization publishes a privacy policy describing its policies and practices for the processing of data and provides a copy of such policy to any individual upon request.	All	TBIN Reports				
The organization's privacy policy requires staff to inform clients of the purpose for data collection and explain all client rights concerning the collection and use of their private information.	All	TBIN Reports				
The organization requires each member of its staff to sign (annually or otherwise) a confidentiality agreement acknowledging receipt of a copy of the privacy policy and pledging to comply with the privacy policy. This agreement is updated when there are any significant changes to the agreement.	All	Review of Staff Personnel Files				



EXHIBIT B

INSURANCE REQUIREMENTS

1. 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. 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.
  - (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.

EXHIBIT B

INSURANCE REQUIREMENTS

- 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.*

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:
- (2) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A, titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
  - (3) 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.
  - (4) 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.
  - (5) 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.
  - (6) All policies shall be written on a primary, non-contributory basis.
  - (7) 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

EXHIBIT B

INSURANCE REQUIREMENTS

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.

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

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

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$100,000.00
Per Employee Disease	\$100,000.00
Policy Limit Disease	\$500,000.00

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. Policy must not contain any sexual misconduct or physical abuse exclusion(s). If such exclusion(s) 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.

Limits	
Combined Single Limit Per Occurrence	\$1,000,000.00
Products/Completed Operations Aggregate	\$1,000,000.00
Personal Injury and Advertising Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00

(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	\$1,000,000.00

(4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

EXHIBIT B

INSURANCE REQUIREMENTS

Each Occurrence	\$1,000,000.00
General Aggregate	\$1,000,000.00

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

Limits

Each Occurrence or Claim	\$1,000,000.00
General Aggregate	\$1,000,000.00

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 (Breach Response/Event Management expense coverage sublimit can be no less than fifty (50%) percent of the aggregate) with at least minimum limits as follows:

Limits

Each Occurrence	\$1,000,000.00
General Aggregate	\$1,000,000.00

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

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

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**EXHIBIT C****PAYMENT SCHEDULE**

	<b>YEARS 1 and 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
<b>Total Monthly Cost for One (1) Team Operation*</b>	\$3,513.75	\$3,587.66	\$3,671.42	\$3,757.25
<b>Monthly Direct Service Allowance (per team)</b>	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
<b>X months</b>	x 24	x 12	x 12	x 12
<b>Total Annual Cost for One (1) Team Operation</b>	\$108,330.00	\$ 55,052.00	\$56,057.00	\$57,087.00
<b>5 Year Total for One (1) Team Operation</b>				\$276,526

\*The monthly rate for teams includes all staff salaries and administrative costs for successful operation of the teams, and is to remain the same whether award is for the minimum one (1) or maximum four (4) teams.

Number of teams proposed:   3

## EXHIBIT D

## PAYMENT/INVOICES

**PAYMENT/INVOICES:**

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

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

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

**INVOICE INFORMATION:**

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

<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).

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.

- 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.



**PINELLAS COUNTY RANKING**

RFP TITLE: Human Services - Homeless Street Outreach Teams  
RFP #: 145-0256-P(JA)

<b>Company Name</b>	<b>Point Total</b>	<b>Ranking</b>
Directions for Mental Health	930.00	1
Operation PAR, Inc.	865.00	2