

BOARD OF COUNTY COMMISSIONERS

DATE: March 13, 2012
AGENDA ITEM NO. 20.

Consent Agenda

Regular Agenda

Public Hearing

County Administrator's Signature:

Subject:

Approval and Execution of the Pinellas Hope Project Agreement between Pinellas County and Catholic Charities Diocese of St. Petersburg (DOSP), Inc.

Department:

Health and Human Services

Staff Member Responsible:

Gwendolyn Warren, Director

Recommended Action:

I RECOMMEND THAT THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE AND EXECUTE THE PINELLAS HOPE PROJECT AGREEMENT BETWEEN PINELLAS COUNTY AND CATHOLIC CHARITIES DOSP, INC. IT IS ALSO RECOMMENDED THAT THE BOARD APPROVE THIS AGREEMENT RETROACTIVE TO OCTOBER 1, 2011.

Summary Explanation/Background:

The Pinellas Hope Project is designed to serve 250 homeless adults in a contained campsite that provides housing to single individuals and couples (no families). Clients are housed primarily in tents or in small houses named "casitas" for those individuals recuperating from surgery or recent hospitalization. The program has proven to be a relatively low-cost solution to getting homeless people off the street and to work with them on solving the issues that caused them to become homeless.

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

The County initially funded this project as a five (5) month pilot project from December 2007 through April 2008 in the amount of \$461,278.00. Catholic Charities continued to operate this project beyond the initial pilot project period and in FY 2008/2009 the County funded the project in the amount of \$770,000.00. For FY 2009/2010 and FY 2010-2011 the County funded the project in the amount of \$500,000.00 per fiscal year.

Fiscal Impact/Cost/Revenue Summary:

The total amount of funding for this agreement is an amount not to exceed \$500,000.00 during the term of this agreement (October 1, 2011 through September 30, 2012). Funding for this agreement was authorized by the Board in non-recurring funds from the General Government budget for FY 2011-2012.

Exhibits/Attachments Attached:

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

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT: Pinellas Hope Project Agreement

CONTRACT NO: _____ ESTIMATED EXPENDITURE/REVENUE: \$500,000.00
 (Circle or underline appropriate choice above.)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment.

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

OTHER SPECIFICS RELATING TO THE CONTRACT: _____

REVIEW SEQUENCE	DATE	INITIALS/SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED (ORIGINATOR'S INITIALS & DATE)
Originator	<u>2/7/12</u>	<u>[Signature]</u>		
Risk Management (see Contract Review Process)	<u>2/10/12</u>	<u>[Signature]</u>		
OMB (see Contract Review Process)		<u>N/A</u>		
Finance (see Contract Review Process)	<u>2/14/12</u>	<u>[Signature]</u>		
Legal	<u>2/17/12</u>	<u>[Signature]</u>		
Assistant County Administrator	<u>2/21/12</u>	<u>[Signature]</u>		

Please return to Katherine B Adams by _____. All inquiries should be made to Katherine B Adams ext. 4-8438. Thank you.

PINELLAS HOPE PROJECT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2012, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter called the "County", and Catholic Charities DOSP, Inc., a nonprofit Florida corporation, hereinafter called the "Agency", hereinafter collectively referred to as the "Parties".

W I T N E S S E T H:

WHEREAS, the County supported Pinellas Hope which began as a pilot project in 2007 to address the problem of increased population of homeless persons in Pinellas County during the winter months of the year; and

WHEREAS, the project successfully provides temporary housing, employment opportunities, access to health care and homeless services in a manner that is beneficial to both the County and individual homeless persons; and

WHEREAS, the County desires to utilize a portion of its available funds to assist organizations that provide community services within Pinellas County; and

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

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

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

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

1. GRANT OFFER TO AGENCY

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

2. SCOPE OF SERVICES

The Agency shall provide the following services:

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

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

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

d) Fully utilize and submit data to the Tampa Bay Information Network (TBIN Homeless Management Information System) through 2-1-1 Tampa Bay Cares, Inc.

3. CONDITIONS

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

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

4. COMPENSATION

a) The County agrees to pay the Provider on a reimbursement basis in twelve (12) monthly payments for services provided beginning October 1, 2011, for an overall amount not to exceed Five Hundred Thousand Dollars and 00/100 Cents (\$500,000.00).

b) The Parties agree that this funding is provided for the purpose of operating Pinellas Hope. Eligible expenses include utilities; food; consumable items like paper plates, napkins, plastic cutlery, bathroom towels and tissues; bus passes, client transportation costs (e.g. bus passes and/or the cost of transporting in an agency vehicle); items for direct use by clients (e.g., tents, blankets, clothing, tools for work); and staff salaries and fringe benefits. Any transfer of the above funding to other line item budget priorities must be done in accordance with the terms specified in Section 12 of this Agreement. (See Attachment 1).

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

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

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

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

5. MONTHLY REPORTS

a) The Service Provider agrees to submit to the County a report for the preceding month which consists of a monthly financial budget and expenditure report, other reports as listed below and a cover letter requesting payment signed by an authorized Service Provider representative which certifies that the services for which reimbursement is sought have been rendered. The report formats shall be prescribed and provided by the Pinellas County Department of Health and Human Services. Reports and pay requests should be submitted to the Contract Manager, Pinellas County Department of Health and Human Services, 2189 Cleveland Street, Suite 266, Clearwater, Florida 33765. These reports shall be submitted within twenty (20) working days of the end of the reporting month.

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

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

d) The Service provider shall collect and retain additional agency and program data to be reported on a quarterly basis using the report format outlined within the Program Outcome Objectives Matrix. (See Attachment 2).

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

6. 2-1-1 / TAMPA BAY INFORMATION NETWORK (TBIN)

a) As a condition of receipt of a funding award from Pinellas County, the Agency agrees to be an active participant (as applicable) in compliance with the Tampa Bay Information Network (TBIN) administered by 2-1-1 Tampa Bay Cares, Inc. (2-1-1) in agreement with the Homeless Leadership Network and the Pinellas County Coalition for the Homeless, Inc. The Tampa Bay Information Network (TBIN) is a community shared client information data system for health and human service agencies designed to measure system-wide effectiveness of client services. The Agency's active participation in compliance with data entry into TBIN is required under this contract.

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

c) The Agency will be considered an active participating TBIN member agency upon completion of the following and commencement of data entry into TBIN. This process includes:

- Initial Site Visit by TBIN Staff (for new participating agencies/programs).
- TBIN MOU Signed and on file at 2-1-1 Tampa Bay Cares, Inc.
- Agency Administrator Designation Form is on file at 2-1-1 TBC.
- All necessary staff has completed at least skill Level 1 Training & Homework.
- Data has been entered into the system in real-time.

The Agency will be not be considered an active participating member agency and will be considered a "pending participant" until such time that all of the above steps/documentation have been completed.

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

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

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

- **Real-Time Data Entry** - Client data should be entered into TBIN in real-time, but no

less than 24 hours after the client has received services or was entered into a program. The timeliness of the data entered into TBIN will be measured and reported.

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

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

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

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

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

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

Funds may be withheld at any time during the term of this agreement if the Agency fails to participate in TBIN and reach stated TBIN compliance goals. Future funding may be jeopardized for failure to comply with the TBIN program participation requirements described above.

7. DATA SHARING

Upon request the Agency agrees to execute a Data Sharing Agreement and provide program and other information in electronic format to the Pinellas Mental Health and Substance Abuse Data Collaborative, hereinafter called Data Collaborative, for the sole purpose of research and policy development. This information will be provided quarterly or on an as

needed basis. (Attachment 3 - Sample Agreement Attached.)

8. PAYMENTS DURING DISASTER RECOVERY

The County agrees to support previously approved funded programs unable to provide normal services for a period of at least sixty (60) days after a disaster has been declared provided the program agrees to comply with requests of the Pinellas County Department of Health and Human Services and the Disaster Recovery Leadership Network. This period may be extended at the discretion of the Pinellas County Board of County Commissioners upon recommendation of the Director of the Pinellas County Department of Health and Human Services.

9. AUDIT

a) The Agency shall utilize reasonable financial procedures, including adequate supporting documents, to account for the use of money provided by the County. The Agency shall retain all records relating to this Agreement for three (3) years after final payment is made.

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

10. TERMINATION

a) The County reserves the right to cancel this Agreement without cause by giving thirty (30) days written notice to the Agency or with cause if at any time the Agency fails to fulfill or abide by any of the terms or conditions specified.

b) Failure of the Agency to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and shall be cause for immediate termination of the Agreement at the discretion of the County.

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

11. ASSIGNMENT

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

12. AMENDMENT

The Parties may, from time to time, request changes to provisions or terms to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Agency, shall be incorporated as written amendments to the Agreement. (See Attachment 4.)

13. INTEREST OF MEMBERS OF COUNTY AND OTHERS

No officer, member or employee of the County and no members of its governing body and no other public official of the governing body of any locality in which the program is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of this program shall participate in any decisions relating to this Agreement which affect his/her personal interest or the interest of any

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

14. INDEMNIFICATION

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

15. INSURANCE

The Agency shall maintain insurance as provided for in Attachment 5 of this Agreement and provide a Certificate of Insurance to the Pinellas County Department of Health and Human Services and Pinellas County Risk Management Department, upon execution of this Agreement.

(Attachment 5)

16. NON-DISCRIMINATION

The Agency shall not discriminate against any applicant for employment or employee with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of age, sex, race, color, religion, national origin or disability. The Agency will, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

17. INDEPENDENT CONTRACTOR

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

18. CONFORMITY TO LAW

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

19. TERM OF AGREEMENT

This Agreement shall be effective on October 1, 2011, and shall expire on September 30, 2012.

20. AGREEMENT MANAGEMENT

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

Natalie Jackson, Contract Manager
Pinellas County Department of Health and Human Services
2189 Cleveland Street, Suite 266
Clearwater, FL 33765
(727) 464-8416

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

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

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

**ATTEST:
CLERK OF CIRCUIT COURT**

**Ken Burke
Clerk of Circuit Court**

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

By: _____
Deputy Clerk

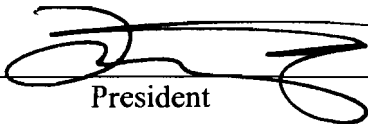
By: _____
Chairman

Date: _____

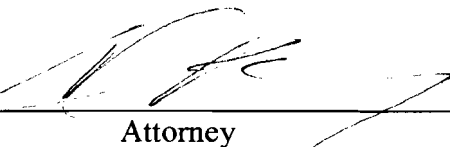
ATTEST:

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

By: 
Witness

By: 
President

**APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY**

By: 
Attorney

Catholic Charities DOSP, Inc.
Pinellas Hope
October 2012- September 2013

	Projected Total Program	Pinellas County Request
Program Revenue:		
Federal / State	-	-
Pinellas County	500,000	500,000
Other Local Grants:		
City of Largo	25,000	-
City of Pinellas Park	25,000	-
City of St. Petersburg	140,000	-
Contributions / Fundraising	171,556	-
Other- Diocese of St. Petersburg	344,651	-
Other - Catholic Charities	413,923	-
In-kind Revenue	923,171	-
Total Program Revenue	2,543,301	500,000
Program -Personnel Expenses		
Regular Salaries and Wages	443,535	282,817
Benefits	166,231	111,270
Sub-total Personnel Expenses	609,766	394,087
Operating Expenses:		
Contract Services	120,178	25,000
Travel	2,068	-
Occupancy Costs	160,817	15,000
Communications	9,803	-
Operating Supplies	260,110	41,413
Leased Equipment	9,490	-
Vehicle Transportation	51,738	9,500
Computer Maintenance	3,434	-
Insurance	640	-
Client Assistance	46,128	15,000
In-Kind Expenses	923,171	-
Other Expenses (see Tab 3)	1,307	-
Total Operating Expenses	1,588,884	105,913
Total Direct Expense	2,198,650	500,000
Indirect Expenses	344,651	-
Total Direct & Indirect Expenses	2,543,301	500,000

PROGRAM OUTCOME OBJECTIVES MATRIX – FY 2011-2012

PROGRAM GOAL: To improve the living situation of homeless persons by providing emergency shelter and supportive services and assisting them in obtaining and sustaining permanent housing.

Objectives	Outcome Indicators	Status of Indicators
<p>1. 80% of shelter residents who remain in the shelter for 72 hours will have completed the Client Assessment.</p> <p>2. 60% of shelter residents remaining for 72 hours will have a completed Case Plan within 7 days.</p> <p>3. 45% of shelter residents will secure stable transitional or permanent housing (includes public housing, Section 8, private landlord, transitional housing, program placement, living with family or friends) upon program discharge or case closure</p> <p>4. 25% of shelter residents will obtain/maintain employment or some source of income, which includes county vouchers, by program completion/discharge or case closure.</p> <p>5. 40% of successfully housed shelter residents, that were contacted will remain housed for at least six (6) months after program completion or discharge</p> <p>6. 90% compliance with TBIN data entry. ***</p> <p>7. 850 persons will receive shelter in 2011/2012.</p>	<p>1. As determined by electronic tracking through TBIN, electronic client tracking logs, and responses on Client Assessment and Case Plan forms.</p> <p>2. As measured by responses on CC's electronic client tracking logs and Case Plan forms. Exit Assessment form.</p> <p>3. As measured by TBIN, electronic client tracking logs and Exit Assessment form.</p> <p>4. As measured by TBIN, electronic client tracking logs and Exit Assessment form</p> <p>5. As measured by electronic tracking logs, case plans, exit assessment and follow-up tracking process.</p> <p>6. As measured by TBIN UDE/PSDE Reports on accuracy and completion rates.</p> <p>7. Daily census will be maintained in TBIN as well as the electronic client tracking logs.</p>	

*** To include 1) last permanent zip code address - St. Pete resident, County resident, state resident or out of state resident and 2) tracking of outreach team referrals.

DATA SHARING AGREEMENT

WHEREAS, homelessness, substance abuse, mental health services, and human services are issues which cross many systems; and

WHEREAS, Pinellas County is interested in including program and service related information in the Pinellas Mental Health and Substance Abuse Data Collaborative (hereinafter referred to as Data Collaborative), to better understand cross-system involvement; and

WHEREAS, organizations within Pinellas County are interested in understanding the extent that client populations move within systems to better serve the population needs; and

WHEREAS, the County is a member of the Data Collaborative; and

WHEREAS, the Data Collaborative has the ability to receive and analyze data in a secure manner to provide valuable system information.

NOW THEREFORE in consideration of the following agreements, the parties do hereby covenant and agree to the following:

1. The (Agency Name) will provide program information to include operational, fiscal, client service, and other program information in electronic format to the County for the sole purpose of research and policy development. This information will be provided quarterly or on an as needed basis as defined by the County.
2. This information will be crossed through the Data Collaborative with systems containing state and local information about involvement in criminal justice, human services, mental health, substance abuse, EMS and other systems as available for the sole purpose of understanding cross-system involvement for policy and planning.
3. The County will assure that the information used by the Data Collaborative will not be released, shared, or transferred in an identifiable manner to any organization and will be stored in a HIPPA compliant location at the University of South Florida, Florida Mental Health Institute.
4. The County will assure that confidential nature of any and all information with respect to any records and reports created or disseminated is maintained. The Parties also agree that the information will be used only for the purpose for which it was provided.
5. Modification of this agreement shall be made only by the consent of both Parties and shall include a written document stating 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.



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

AGREEMENT MODIFICATION FORM

For budget allocation, or contract language changes .Submit three (3) originals.

Authorized Official: _____ Date of Request: _____
 Agency Name: _____ Effective Date of Change: _____
 Address: _____ Modification #: _____
 Budget Change: Yes No Contract _____

ATTACH APPROPRIATE JUSTIFICATION

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

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

Program Budget Category	Original Contract Amount	Budget Amount Modification	New Budget Amount	Budget Amount Expended YTD	Modified Budget Amount
Contract Total:					\$

PROVIDER AGENCY

Authorized Official: _____

Title: _____

Date: _____

PINELLAS COUNTY

Verified By: _____
 (Contract Manager) (Date)

Approved
 By: _____
 (County Attorney) (Date)

BCC Approval Required: Yes No

BCC Approval Date: _____

Effective Date: _____

Attachment 4

Insurance Requirements – Professional 1(A)

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth below. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a "Bests" rating of at least A-VIII. Within ten (10) days calendar days after contractor receipt of notice of award, the Contractor shall provide the County with properly executed Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph 3 for Additional Insured shall be attached to the certificate(s).

All insurance coverages of the Contractor shall be primary and non-contributory of the insurance or self insurance programs carried by the County. Receipt of the certificate of insurance by the County of any Certificate of Insurance does not constitute approval of agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County.

All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies obtained by the Contractor to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements and, if requested by the County, certified true copies of the renewal policies, shall be furnished by the Contractor to the County within thirty (30) days prior to the expiration date.

Should the Contractor, at any time, not maintain the insurance coverage's required herein, the County may terminate the Agreement, or at its sole discretion be authorized to purchase such coverage's and charge the Contractor for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage's 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.

The Contractor shall submit to the County Department of Risk Management a copy of all accident reports arising out of any injuries to its employees or those of its subcontractors, or any personal injuries or property damage arising or alleged to have arisen on account of any Work under the Agreement.

The insurance requirements for this Agreement, which shall remain in effect throughout its duration, are as follows:

(A) Workers' Compensation

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

(B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability (covering the liability assumed under indemnification provisions of this contract) Premises/Operations, Products/Completed Operation and Personal Injury. There shall be no sexual or physical abuse or misconduct exclusions.

Limits

General Aggregate	\$ 1,000,000
Personal Injury and Adv Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000

Attachments

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

Limit

Per Accident \$ 500,000

- (D) Professional Liability with at least minimum limits as follows:

Limits

Each Occurrence \$1,000,000
Aggregate \$2,000,000

Each insurance policy shall include the following conditions by endorsement to the policy:

- (1) Contracted vendor shall also notify County within twenty - four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756; and nothing contained herein shall absolve Contractor of this requirement to provide notice.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) **Pinellas County shall be endorsed** to the required policy or policies as an Additional Insured. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-Insured Retention's of whatever nature. Copy of endorsement must be provided with certificate of insurance as proof of coverage.
- (5) All policies shall be written on a primary, non-contributory basis
- (6) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance.
- (7) Insurance policies shall include waivers of subrogation in favor of Pinellas County.