

**SEMINOLE COUNTY AND ASPIRE HEALTH PARTNERS, INC.
HOMELESSNESS PARTNERSHIP AGREEMENT
FISCAL YEAR 2022-2023**

THIS AGREEMENT is made and entered by and between **SEMINOLE COUNTY**, a Charter County and a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **ASPIRE HEALTH PARTNERS, INC.**, a Florida Not for Profit corporation, whose address is 5151 Adanson Street, Suite 201, Orlando, Florida 32804, hereinafter referred to as "ASPIRE".

W I T N E S S E T H:

WHEREAS, ASPIRE provides comprehensive mental health and social services to residents of Seminole County, Florida, including the Homelessness Outreach Partnership Effort; and

WHEREAS, COUNTY has determined this program and its services provide a COUNTY purpose and has authorized funding for this purpose; and

WHEREAS, COUNTY has appropriated funds to assist in furthering this COUNTY purpose,

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the agreement upon which the parties have relied.

Section 2. Effective Date and Term. The Effective Date of this Agreement will be October 1, 2022 and continues through September 30, 2023.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days prior written notice delivered to the other party as provided for in this Agreement or, at the option of COUNTY, immediately in the event that ASPIRE fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY will not be obligated to pay for any services provided or costs incurred by ASPIRE after ASPIRE has received notice of termination. Upon termination of this Agreement, ASPIRE must immediately refund to COUNTY, or otherwise utilize as COUNTY directs, any unused funds provided under this Agreement. Any requirements set forth in Sections 7, 8, 11 and 14 under this Agreement will survive the term of this Agreement as a whole and any termination as provided for in this Agreement.

Section 4. Services. ASPIRE must use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal Government, or any public or private agency to pay for one (1) staff member to locate and provide street outreach for individuals experiencing homelessness in Seminole County and (2) Case Managers to provide Permanent Supportive Housing (PSH) case management to chronically homeless individuals and families, as described in the Scope of Work attached to this Agreement as Exhibit A and incorporated by reference (the "Scope of Work"). Results of this effort will be reported to COUNTY monthly and, based on the monthly activity reports, the COUNTY's Community Services Director will determine the scope and frequency of on-going services.

Section 5. Revenue from Other Sources. ASPIRE must furnish COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by ASPIRE during the term of this Agreement. It is understood that ASPIRE has not previously entered into, and will not enter into, an agreement with any other party,

including service recipients under this Agreement, whereby ASPIRE would be paid for providing the above services except as specified in Section 4 above.

Section 6. Insurance Requirements.

(a) Each party must maintain adequate insurance coverage to protect its own interests and obligations under this Agreement. In addition, ASPIRE, at its own cost, must procure the insurance required under this Section and have this insurance approved by COUNTY's Risk Program Manager with the Resource Management Department.

(b) All specifications noted in this Section are REQUIRED unless waived in writing by COUNTY.

(1) Before commencing work, ASPIRE must furnish COUNTY with a current Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by Section 6(d) below and including the following as Certificate Holder and Additional Interest:



Seminole County Board of County Commissioners
Seminole County Services Building
1101 E. 1st Street
Sanford, FL 32771

The Certificate of Insurance must provide that COUNTY will be allowed not less than thirty (30) days written notice prior to the cancellation, non-renewal, or restriction of coverage, or ten (10) days for non-payment. Until such time as the insurance is no longer required to be maintained by ASPIRE, ASPIRE must provide COUNTY with a renewal or replacement Certificate of Insurance before the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) Notice of Cancellation, Non-Renewal, or Restriction: A policy must be specifically endorsed to provide COUNTY with written notice as required under Section 6(b)(1) above of cancellation, non-renewal, and restriction.

(3) The certificate must have this Agreement title marked on its face. In lieu of the statement on the Certificate of Insurance, ASPIRE has the option to submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate of Insurance is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Section.

(4) In addition to providing the Certificate of Insurance, upon request as required by COUNTY, ASPIRE must, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by Section 6(d) below. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(5) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by ASPIRE will relieve ASPIRE of its full responsibility for liability, damages, and accidents.

(6) Deductible and self-insured retention amounts must be declared to and approved by COUNTY, and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by ASPIRE.

(7) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal must not be included within the policy limits but must remain the responsibility of insurer.

(8) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY, and COUNTY will apportion the proceeds between COUNTY and ASPIRE as their interests may appear.

(9) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by ASPIRE in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of ASPIRE. If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, ASPIRE must promptly provide to COUNTY such additional information as COUNTY may reasonably request, and ASPIRE must remedy any deficiencies in the policies of insurance within ten (10) days.

(10) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of ASPIRE or any other party.

(11) Additional Insured: The Seminole County Board of County Commissioners and its respective officials, officers, and employees must be included as Additional Insureds under General Liability and Umbrella Liability policies.

(12) Coverage: The insurance provided by ASPIRE pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees will be in excess of and not contributing with the insurance provided by ASPIRE.

(13) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County Board of County Commissioners and its respective officials, officers, and employees.

(14) Provision: Commercial General Liability and Umbrella Liability Policies required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority issued to the companies by the Florida Office of Insurance Regulations to conduct business in the State of Florida, or (b) with respect only to the coverage required by Section 6(d)(1) (Workers' Compensation/Employer's Liability), authorized as a group self-insurer by Section 624.4621, Florida Statutes (2022), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2022), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.



(3) If, during the period an insurance company is providing the insurance coverage required by this Agreement, an insurance company: 1) loses its Certificate of Authority, 2) no longer complies with Section 624.4621, Florida Statutes (2022), as this statute may be amended from time to time, or 3) fails to maintain the Best's Rating and Financial Size Category, ASPIRE must, as soon as ASPIRE has knowledge of any such circumstance, immediately notify COUNTY and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as ASPIRE has replaced the unacceptable insurer with an insurer acceptable to COUNTY, ASPIRE will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of ASPIRE must, at ASPIRE's sole expense, procure, maintain, and keep in force amounts and types

of insurance conforming to the minimum requirements set forth in this Section 6. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of provision of services by ASPIRE and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability (Mandatory-No Exceptions).

(A) ASPIRE's insurance must cover ASPIRE and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employer's Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employer's Liability Act, and any other applicable Federal ~~or~~ State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employer's Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employer's Liability Policy.

(C) The minimum limits to be maintained by ASPIRE are as specified in Section 6(e)(1).

(2) Commercial General Liability.

(A) ASPIRE's insurance must cover ASPIRE for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability

Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(B) ASPIRE must maintain separate limits of coverage applicable only to the work performed under this Agreement. The minimum limits to be maintained by ASPIRE must be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Construction Project(s) General Aggregate Limit) endorsement (ISO Form CG 25 03) to a Commercial General Liability Policy with amounts as specified in Section 6(d)(2) XCU (Explosion, Collapse, Underground property damage perils) must not be excluded under the General Liability and Umbrella policy.

(C) The insurance must cover those sources of liability which would be covered by the latest edition of Coverage A of the Commercial General Liability Form (ISO Form CG 00 01) or Coverage A of the Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by the Insurance Services Office, without restrictive endorsements.

(D) The minimum limits to be maintained by ASPIRE are as specified in Section 6(d)(2).

(E) The Seminole County Board of County Commissioners and its respective officials, officers, and employees are to be included as Additional Insureds. ISO Endorsements CG 20 10 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(3) Business Auto Policy.

(A) ASPIRE's insurance must cover ASPIRE for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto

Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos.

(B) The minimum limits to be maintained by ASPIRE are as specified in Section 6(e)(3).

(d) Required Limits of Insurance. The minimum amounts of insurance must be as follows:

(1)	<u>Workers' Compensation:</u>	<u>Statutory</u>
	<u>Employers' Liability</u>	
	Each Accident	\$500,000
	Disease-Policy Limit	\$500,000
	Disease-Each Employee	\$500,000
(2)	<u>Commercial General Liability:</u>	
	General Aggregate	Two times (2x) the Each Occurrence Limit
	Products/Completed Operations Aggregate	\$2,000,000
	Personal and Advertising Injury Each Occurrence	\$1,000,000 \$1,000,000
	Employee Dishonesty	\$ 50,000
	Sexual Abuse Liability	\$1,000,000 per Occurrence \$1,000,000 General Aggregate
(3)	<u>Business Auto Policy:</u>	
	Each Occurrence	\$1,000,000

Section 7. Indemnification.

(a) ASPIRE will hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which COUNTY may sustain, suffer or incur, or be required to pay by reason or as a result of the following: the loss of any monies paid to ASPIRE resulting out of ASPIRE's fraud, defalcation, dishonesty, or failure of ASPIRE to comply with applicable laws or regulations; or any willful or

negligent act or omission of ASPIRE in the performance of this Agreement or any part of it; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees, and agents of the parties, to the extent permitted by law.

(c) COUNTY expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend and hold ASPIRE harmless for loss, damage, or injury to persons or property, arising out of or resulting from COUNTY's acts or omissions activities described in Section 7(b) above, unless, however, such claim or demand arises out of or results from the negligence of ASPIRE its servants, agents, employees, or assigns. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2022), as this statute may be amended from time to time.



(d) ASPIRE expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend, and hold COUNTY harmless for loss, damage, or injury to persons or property arising out of or resulting from ASPIRE's acts or omissions activities described in Section 7(b) above, unless, however, such claim or demand arises out of or results from the negligence of COUNTY, its servants, agents, employees, or assigns.

(e) The principles of comparative negligence apply to loss, damage or injury as specified in subsections (a) and (b) above where the negligence of both ASPIRE and COUNTY and their respective servants, agents, employees, or assigns are involved, subject to any limitations provided for in Section 768.28, Florida Statutes (2022), as this statute may be amended from time to time.

(f) The parties further agree that nothing contained in this Agreement may be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of COUNTY beyond the waiver provided for in Section 768.28, Florida Statutes (2022), as this statute may be amended from time to time.

(g) The waiver of a provision in Section 6 concerning insurance by either party will not constitute the further waiver of Section 6 or the waiver of any other provision of this Agreement.

Section 8. Billing and Payment. COUNTY will provide financial assistance to ASPIRE up to a maximum sum of ONE HUNDRED FIFTY-FOUR THOUSAND NINE HUNDRED SEVENTY AND NO/100 DOLLARS (\$154,970.00) for all services ASPIRE provides under this Agreement during the term of this Agreement. The approved budget for this Agreement is incorporated in this Agreement as the attached Exhibit B. This sum is payable in twelve (12) monthly installments for the term of this Agreement upon fulfillment of the following conditions:

(a) Receipt by COUNTY of a payment request in the format set forth in the Payment Request Form attached to this Agreement as Exhibit C incorporated by reference ("Payment Request"). This request in the format must only be for services specifically provided for under this Agreement; and

(b) Seminole County's Community Services Department Project Manager will verify that submitted reports, Exhibit B, Exhibit C, and associated supporting documentation are accurate. If the reports are incorrect, COUNTY staff will make the necessary corrections and return the request for revision(s). ASPIRE has 5 business days to make the revisions and return. If the revisions are not returned within the allotted timeframe, a zero dollar request for payment will be recorded for that month and ASPIRE will not be reimbursed for that month.

(c) COUNTY's payment to ASPIRE will be made on a monthly basis and is contingent upon ASPIRE's timely submittal of acceptance documentation to COUNTY on or before the 15th day of the month.

(d) Verification by COUNTY's Community Assistance Division Homeless Solution Officer that the services for which reimbursement is sought complies with service projections as described in the Scope of Work and that ASPIRE has complied with the reporting requirements contained in this Agreement.

(e) Payment requests must be sent to:

Homeless Solution Officer
Seminole County Community Services Department
520 W. Lake Mary Boulevard, Suite 100
Sanford, Florida 32773

(f) Verification by COUNTY's Community Assistance Homeless Solution Officer that the services for which reimbursement is sought is at or above forty percent (40%) expended by the end of the sixth month of this executed Agreement. ASPIRE reimbursement expenditures below forty percent (40%) are subject to review, upon which COUNTY has the expressed authority to capture and reallocate remaining funding, provided written notification to ASPIRE within thirty (30) days of intended capture and reallocation.

Section 9. Reporting Requirements.

(a) ASPIRE must submit to COUNTY on a monthly basis a report in the format attached to and incorporated to this Agreement as Exhibit D, Monthly Report, which includes the total number of COUNTY clients contacted, recorded in the HMIS, and for which clients the VI-SPDAT Tool forms were completed, as well as any preapproved office supplies and specialized equipment.

(b) ASPIRE must submit a report in the format attached to this Agreement as Exhibit D to COUNTY by the 15th day of each month. Any monthly reports as outlined in this Section or above (Exhibits C and D) submitted after the 15th day of the month will require written justification for the delayed submission.

Section 10. Unavailability of Funds. If COUNTY learns that funding from the State of Florida or the Federal Government cannot be obtained or continued on a matching basis, as applicable, this Agreement may be terminated immediately, at the option of COUNTY, by written notice of termination to ASPIRE as provided in this Agreement. COUNTY will not be obligated to pay for any services provided or costs incurred by ASPIRE after ASPIRE has received such notice of termination. In the event there are any unused COUNTY funds, ASPIRE must promptly refund those funds to COUNTY or otherwise use such funds as COUNTY directs.

Section 11. Access to Records. ASPIRE will allow COUNTY, its duly authorized agent and the public access to such of ASPIRE's records as are pertinent to all services provided under this Agreement at reasonable times and under reasonable conditions for inspection and examination in accordance with Chapter 119, Florida Statutes (2022), and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, 42 U.S.C. §§ 1301d to d-9, 45 C.R.F. §§ 160, 162 and 164, as these statutes and regulations may be amended from time to time.

Section 12. Audit. ASPIRE must submit to COUNTY an audit report for the term of this Agreement on or before December 31, 2023, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 13. Public Records Law.

(a) ASPIRE acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2022), as this statute may be amended

from time to time, to release public records to members of the public upon request. ASPIRE acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2022), as this statute may be amended from time to time, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement. Upon COUNTY's request, ASPIRE must provide COUNTY with all requested public records in ASPIRE's possession, or allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes, as this statute may be amended from time to time.

(b) ASPIRE specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes (2022), as this statute may be amended from time to time, with regard to public records and must:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the ~~services~~ required under this Agreement;

(2) provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as this statute may be amended from time to time, or as otherwise provided by law;

(3) ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

(4) Upon termination of this Agreement, ASPIRE must transfer, at no cost to COUNTY, all public records in possession of ASPIRE, or keep and maintain public records required by COUNTY under this Agreement. If ASPIRE transfers all public records to COUNTY upon completion of this Agreement, ASPIRE must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ASPIRE keeps

and maintains the public records upon completion of this Agreement, ASPIRE must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(c) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to ASPIRE. ASPIRE may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes (2022), as this statute may be amended from time to time.

(d) IF ASPIRE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS THIS STATUTE MAY BE AMENDED FROM TIME TO TIME, TO IT'S DUTY TO PROVIDE PUBLIC RECORDS  RELATING TO THIS CONTRACT, ASPIRE MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY COMMUNITY SERVICES DEPARTMENT DIRECTOR, AT 407-665-2302, ATHALL@SEMINOLECOUNTYFL.GOV, 520 W. LAKE MARY BOULEVARD, SUITE 100, SANFORD, FL 32773.

Section 14. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the person(s) hereinafter designated, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered in according to this Section:

As to COUNTY:

Director
Seminole County Community Services Department
520 W. Lake Mary Boulevard, Suite 100
Sanford, FL 32773

As to ASPIRE:

Babette Hankey, President/CEO
Aspire Health Partners, Inc.
5151 Adanson Street, Suite 201
Orlando, FL 32804

Section 15. Assignments. Neither party to this Agreement may assign this Agreement or any interest arising under this Agreement without the written consent of the other.

Section 16. Default. If any of the following Events of Default occur, COUNTY has the option to exercise any of its remedies set forth in Section 17, Remedies. Events of Default, include:

(a) If any warranty or representation made by ASPIRE in this Agreement becomes false or misleading in any respect, or if ASPIRE fails to keep or perform any of the obligations, terms or covenants in this Agreement and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If any reports required by this Agreement have not been submitted to COUNTY timely or have been submitted with incorrect, incomplete, or insufficient information; or

(c) If ASPIRE has failed to perform and complete on time any of its obligations under this Agreement.

Section 17. Remedies. If an Event of Default occurs, then COUNTY may, after thirty (30) days written notice to ASPIRE and upon ASPIRE's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement in accordance with Section 3, Termination;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend allocation of all or any part of the Funds;

(d) Require that ASPIRE refund to COUNTY any Funds used for ineligible purposes under the laws, rules, regulations, or guidance governing the use of these Funds, including this Agreement;

(e) Exercise any corrective or remedial actions, to include but not be limited to:

(1) request additional information from ASPIRE to determine the reasons for or the extent of non-compliance or lack of performance,

(2) issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

(3) advise ASPIRE to suspend, discontinue or refrain from incurring costs for any activities in question,

(4) require ASPIRE to repay COUNTY for the amount of costs incurred for any items determined to be ineligible, or

(f) COUNTY may exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not prevent COUNTY from pursuing any other remedies in this Agreement or provided at law or in equity. If COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by ASPIRE, it will not affect, extend or waive any other right or remedy of COUNTY, or affect the later exercise of the same right or remedy by COUNTY for any other default by ASPIRE.

Section 16. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained in this Agreement including all Exhibits, which supersedes all oral agreements, negotiations, and

previous agreements between the parties relating to the subject matter of this Agreement. Exhibits A, B, C, and D to this Agreement are hereby incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by both parties, except as otherwise specifically provided in this Agreement.

Section 17. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, ASPIRE must abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and subsequently adopted. Any violation of such statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to ASPIRE as provided above.

Section 18. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties to this Agreement and their respective successors and assigns and is not intended to and will not benefit any third party. No third party has any rights under or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 19. Governing Law. The laws of the State of Florida and the ordinances, resolutions, and policies of COUNTY not prohibited under Federal or State law govern the validity, enforcement, and interpretation of this Agreement. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to actions arising under State law and the United States District Court for the Middle District of Florida, Orlando Division, as to actions arising under Federal law.

Section 20. Interpretation. ASPIRE and COUNTY agree that all words, terms, and conditions contained in this Agreement are to be read in concert, each with the other, and that a

provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

Section 21. Equal Opportunity. ASPIRE will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability. ASPIRE will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 22. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 23. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed  and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

Section 24. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret, or construe any provision of this Agreement.

Section 25. Independent Contractor. It is agreed that nothing contained in this Agreement is intended or may be construed in any manner as creating or establishing a relationship of copartners between the parties, or as constituting ASPIRE, including its officers, employees, and agents, the agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. The parties are to be and will remain independent contractors with respect to all matters pertinent to this Agreement.

Section 26. Conflict of Interest.

(a) Each party agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2022), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that no officer, agent or employee of that party has any material interest (as defined in Section 112.312(15), Florida Statutes (2022), as the statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes (2022), as this statute may be amended from time to time, the parties hereby agree that monies, if any, received from the other party pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any State or Federal agency.

(d) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

Section 27. Employee Status. Persons employed by ASPIRE in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of COUNTY, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY. Persons employed by COUNTY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of ASPIRE, nor do these employees have any claims to pensions,

workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to ASPIRE's officers and employees either by operation of law or by ASPIRE.

Section 28. Parties Bound. This Agreement is binding upon and inures to the benefit of ASPIRE and COUNTY, and their successors and assigns.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

ASPIRE HEALTH PARTNERS, INC.


Christine Suehle (Dec 15, 2022 10:47 EST)
CHRISTINE SUEHLE,
Assistant Secretary/Chief of Staff

(CORPORATE SEAL)


By: Babette Hankey (Dec 15, 2022 14:00 EST)
BABETTE HANKEY,
President/CEO

Date: **Dec 15, 2022**

[The balance of this page is left intentionally blank.]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
AMY LOCKHART, Chairman

Date: _____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
20_____, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

RM
9/8/22

T:\Users\Legal Secretary CSB\Community Services\2022 Agreements\Aspire (Homelessness Partnership Agt).docx

Attachments:

- Exhibit A – Scope of Work
- Exhibit B – Budget
- Exhibit C – Payment Request
- Exhibit D – Monthly Report

EXHIBIT A

SCOPE OF WORK

HOMELESS PARTNERSHIP AGREEMENT

Agency Name: Aspire Health Partners, Inc.
Agency Address: 5151 Adanson Street, Suite 201, Orlando, Florida 32804
Chief Executive Officer: Babette Hankey
Agency Phone No. : (407) 875-3700
Agency Email: Babette.Hankey@aspirehp.org
Chief Executive Officer Email: Babette.Hankey@aspirehp.org

Funds will be used to pay for one (1) staff member to locate and provide street outreach for individuals experiencing literal homelessness in Seminole County and one point four (2) Housing Stability Case Managers to provide services to chronically homeless individuals and families under the Permanent Supportive Housing (PSH) component. The associates will record relevant information via the VI-SPDAT Tool and Homeless Management Information System (HMIS).

Funds will be allocated at the rate of \$25.34/hour each for three (3) direct service staff providing said services as well as any approved office supplies and required equipment. Funding not to exceed 14% of the total contract can be provided for the Program Manager salary/fringe.

The following will be reported on a monthly basis for street outreach: The number of Seminole County residents experiencing homelessness that were contacted (both new and duplicate), the number of completed VI-SPDATs, the number of residents being navigated into the Coordinated Entry System and the number of individuals entered into HMIS. The performance target for this effort is at least twelve (12) individuals and/or families experiencing homelessness per month. One family is considered to be one contact. For the purposes of this Agreement, a family is defined as two (2) or more individuals who live together and are dependent on each other for basic needs

The following will be reported on a monthly basis for PSH Case Management: The number of residents receiving Housing Stabilization Case Management, the number of residents housed each month, the status of units located (individual accepted, denied, reason). The performance target for this effort is a caseload of 15 chronically homeless individuals and/or families per Case Manager. Case Manager positions are full time (40 hours per week) and should be able to provide transportation options for homeless clients receiving services.

For the purposes of this Agreement, homelessness is defined as an individual or family who lacks a fixed, regular, and adequate nighttime residence; any individuals or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life threatening conditions that relate to violence against an individual or a family member; and/or any individual or family defined as homeless by any Federal statute.

**The number of outreach workers and case managers performing each function may fluctuate depending on the need.*

EXHIBIT B

PROJECT BUDGET

HOMELESS PARTNERSHIP AGREEMENT

SUBRECIPIENT: Aspire Health Partners

PROGRAM NAME: Street Outreach and Permanent Supportive Housing Case Management

Activity	Budget
Street Outreach/ Housing Stabilization Case Management	\$ 126,497.28
Program Manager – Project Oversight	\$ 21,506.12
Operating Expenses	\$ 6,966.60
Total	\$154,970.00

Exhibit B

Homelessness Outreach Partnership Effort Agreement
Fiscal Year 2022-2023

EXHIBIT C

PAYMENT REQUEST

HOMELESS PARTNERSHIP AGREEMENT

SUBRECIPIENT: Aspire Health Partners

PROGRAM NAME: Street Outreach and Permanent Supportive Housing Case Management

FOR THE MONTH OF: _____ REQUEST NO: _____

Budget Categories	Total Approved Budget	Previous Payments	Amount of this Request	Payments Made to Date	Remaining Balance
Operating Expenses	\$ 6,966.60				
Street Outreach/ Housing Stabilization Case Management	\$ 126,497.28				
Administrative: Program Manager	\$ 21,506.12				
TOTAL	\$ 154,970.00				

I certify that the goods and/or services covered by this request have been provided to Seminole County in accordance with the terms and conditions of the contract and are documented by the attachment(s).

(Signature)

Date

Date Received by Seminole County

Please attach documentation substantiating expenditures.

Exhibit C

Homelessness Outreach Partnership Effort Agreement
Fiscal Year 2022-2023

EXHIBIT D
MONTHLY REPORT
HOMELESS PARTNERSHIP AGREEMENT

SUBRECIPIENT: Aspire Health Partners

PROGRAM NAME: Street Outreach and Permanent Supportive Housing Case Management

FOR THE MONTH OF: _____

Street Outreach

Total Number of Seminole County Clients Contacted	Unduplicated Number of Seminole County Clients Contacted	Number of VI-SPDATS completed	Number of Seminole County clients entered into HMIS	Number of Clients receiving Navigation Services

PSH Case Management

Total Number of Seminole County Clients Receiving Case Management	Total Number Housed During the Month	Year to Date Housed	Number of Seminole County clients entered into HMIS	Number of Units Located

Issues or Concerns with Housing Units:

Date Received by
Seminole County

(Signature) _____ Date _____

Seminole County Hope FY-23

Final Audit Report

2022-12-15

Created:	2022-12-14
By:	Diana Garcia (Diana.garcia@aspirehp.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmI_IkPsY7leMwCFzBWRTwQbl7gNW_JFo

"Seminole County Hope FY-23" History

-  Document created by Diana Garcia (Diana.garcia@aspirehp.org)
2022-12-14 - 8:42:12 PM GMT- IP address: 97.79.34.2
-  Document emailed to christine.suehle@aspirehp.org for signature
2022-12-14 - 8:43:37 PM GMT
-  Document emailed to babette.hankey@aspirehp.org for signature
2022-12-14 - 8:43:37 PM GMT
-  Email viewed by christine.suehle@aspirehp.org
2022-12-14 - 8:57:25 PM GMT- IP address: 104.47.57.254
-  Signer christine.suehle@aspirehp.org entered name at signing as Chrisitne Suehle
2022-12-15 - 3:47:08 PM GMT- IP address: 97.79.34.2
-  Document e-signed by Chrisitne Suehle (christine.suehle@aspirehp.org)
Signature Date: 2022-12-15 - 3:47:10 PM GMT - Time Source: server- IP address: 97.79.34.2
-  Email viewed by babette.hankey@aspirehp.org
2022-12-15 - 6:58:51 PM GMT- IP address: 104.47.58.254
-  Signer babette.hankey@aspirehp.org entered name at signing as Babette Hankey
2022-12-15 - 7:00:35 PM GMT- IP address: 97.79.34.2
-  Document e-signed by Babette Hankey (babette.hankey@aspirehp.org)
Signature Date: 2022-12-15 - 7:00:37 PM GMT - Time Source: server- IP address: 97.79.34.2
-  Agreement completed.
2022-12-15 - 7:00:37 PM GMT



Adobe Acrobat Sign