

INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND THE SIXTH
JUDICIAL CIRCUIT COURT OF FLORIDA
FY24 ADULT DRUG COURT EXPANSION PROGRAM
Legistar ID Number: 25-0552D

THIS INTERLOCAL AGREEMENT is effective upon the date last entered below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**COUNTY**," and the **Sixth Judicial Circuit Court of Florida**., hereinafter called the "**COURT**."

WITNESSETH:

WHEREAS, the **COUNTY**, and the **COURT** entered into a Memorandum of Understanding (MOU) dated June 11, 2024, with the intent to provide legal structure for all grant funds received for Grant-Funded Court Employees; and

WHEREAS, the **COUNTY**, in partnership with the **COURT**, local providers and stakeholders, applied for and received a Federal Grant Award from the Department of Health and Human Services (HHS), Substance Abuse and Mental Health Services Administration (SAMHSA), hereinafter referred to as the Grantor, under the FY 2024 Grants to Expand Substance Use Disorder Treatment Capacity in Adult and Family Treatment Drug Courts, hereinafter referred to as "the Grant"; and

WHEREAS, the **COURT** agreed in the Grant application to undertake certain activities; and

WHEREAS, the **COUNTY** is the Grantee of the Grant and is acting as the fiscal agent for the Grant to fund the **COURT**'s hiring of employee(s). Those employees and/or contract services are necessary for the **COURT** to perform its specified activities under the Grant; and

WHEREAS, the **COUNTY** desires to ensure that the **COURT** has the ability to properly perform such activities; and

WHEREAS, in order to fulfill its responsibilities under the Grant, the **COURT** may hire

employees and contract for services; and

WHEREAS, the funding for the Grant is in the approved budget for Human Services or will occur during the term of this Interlocal.

NOW, THEREFORE, the **COUNTY** and the **COURT** agree as follows:

1. Recitals

The above “**WHEREAS**” clauses are incorporated into and are made a part of this Interlocal.

2. Scope of Services

a. The **COURT** shall support the Adult Drug Court Expansion Program by providing program oversight and support staff to serve adults with substance use disorders, especially those with neurotrauma and drug-related offenses. Services include treatment coordination, referrals, fiscal and program reporting, and ensuring fidelity to grant-funded program tracks, in alignment with SAMHSA requirements.

a. The **COURT** shall operate this project in accordance with the terms and conditions specified herein and the Appendices named below, which are attached hereto and incorporated by reference: Appendix A is the Scope of Services, Appendix B is the Grant Application, Appendix C is the Notice of Award (NOA), and Appendix D contains the Contract Provisions.

b. The **COURT** shall provide services as further described in Appendix A, Scope of Services. In order to best meet the needs of residents supported by this program, the services provided under this Agreement may be adjusted from time to time by mutual written agreement of the parties without the need to further amend this Agreement.

3. Term of Agreement

a. This Interlocal shall become effective upon execution by both parties and shall expire on September 29, 2029. The parties reserve the right to extend the term of this Agreement as approved by the Grantor. Following the commencement of this Agreement, reimbursement for services and costs rendered by the **COURT** may be processed in accordance with the terms specified herein. Services rendered on or after September 30, 2024 shall be reimbursable under this Agreement.

4. Compensation

a. The **COUNTY** shall allocate Grant funds in an amount not to exceed \$71,391.00 per fiscal year for the services described in Appendix A, Scope of Services, in support of the Adult Drug Court Expansion Program.

b. Requests for reimbursement shall be consistent with requests for other Grant-funded Court Employees based on biweekly timecard submissions, as prescribed by the **COUNTY**. The **COUNTY** shall not reimburse the **COURT** for any expenditures in excess of the amount budgeted without prior approval or notification. County fiscal year-end (September–Fourth Quarter) documentation due dates may be shortened as necessary to meet fiscal year deadlines and grant requirements and/or as mutually agreed by the Parties.

5. Data Collection and Performance Measures

The **COUNTY** may require reporting from the **COURT** as determined necessary to effectively administer and assess contract performance as detailed in Appendix A. This may include, but is not limited to, additional outcomes and success information and other program-related reports.

6. Confidential Information and HIPAA

a. The **COURT** and **COUNTY** must follow all laws regarding confidentiality of information including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

b. The **COURT** must take reasonable measures to safeguard protected personally identifiable information (PII), and other information the **COUNTY** designates as sensitive, or the **COUNTY** considers sensitive consistent with other applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

c. The **COURT** shall not inappropriately use or disclose any information which specifically identifies a recipient of services provided under this Agreement and shall adopt appropriate procedures for employees' handling of confidential data.

d. This does not include PII that is required by law to be disclosed, including under Florida Public Records.

e. **COURT** agrees to develop any Data Sharing Agreements and/or Releases of Information (ROI) with partnering providers, as necessary, to facilitate reporting and coordinating client care.

f. **COURT** shall ensure that clients complete a release of information (ROI) that includes Pinellas County Human Services as a recipient of client information. The ROI including Pinellas County Human Services shall be obtained upon admission to the program and/or receipt of services funded under this Agreement. The **COURT** and the **COUNTY** shall establish minimum deidentified service encounter information should a client refuse completion of an ROI. The ROI should be completed at least annually.

7. Personnel

a. Qualified Personnel. The **COURT** agrees that each person performing Services in connection with this Agreement shall have the required licensure and qualifications and shall fulfill the requirements set forth in this Agreement, as applicable. The **COURT** shall maintain such documentation on file for audit by the **COUNTY** during the term of this agreement and for a period of at least five (5) years after final payment is made.

b. The **COURT** shall, at its earliest opportunity and in no event later than three (3) business days following any change, submit written notification by email to the **COUNTY** if any personnel funded through this Agreement, directly operating or overseeing services or programs funded through this Agreement, their direct supervisors, or individuals serving as match for this Agreement are to be changed. The **COURT** shall also identify the successor and their qualifications or provide a plan to recruit a successor.

c. The parties agree that the **COURT** cannot and will not have any role in the **COUNTY's** hiring or contracting for personnel or other services to perform non-Court-related functions under the Grant.

8. Special Situations and Critical Incidents

The **COURT** agrees to inform the **COUNTY** within one (1) business day of knowledge of any circumstances or events which may reasonably be considered to jeopardize the **COURT's** capability to continue to meet its obligations under the terms of this Agreement (Critical Incidents). Critical incidents may include, but are not limited to, those resulting in injury, media coverage, investigation/lawsuit, breach of information, or public reaction that may have an impact on the **COURT's** or **COUNTY's** ability to protect and serve its participants, or other significant event that may jeopardize the ability or effect on the capability to continue to meet its obligations under

this Agreement. or **COUNTY**. The **COURT** shall report critical incidents electronically to the **COUNTY** at HSContracts@pinellas.gov and to the Contract Manager. The **COURT** may use the **COUNTY** Critical Incident Report Form; however, all submissions shall include full details and disposition of the incident, excluding personally identifying information of involved parties.

9. Assignment/Subcontracting

a. 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.

b. The **COURT** is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. The **COURT** 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.

c. The **COURT** is responsible for monitoring subcontracts and documentation of such subcontract monitoring shall be submitted to the **COUNTY** within thirty (30) calendar days following the completion of monitoring activities.

10. Independent Contractor

It is expressly understood and agreed by the parties that the **COURT** is at all times hereunder acting and performing as an independent contractor and not as an agent, servant, or employee of the **COUNTY**. No agent, employee, or servant of the **COURT** shall be, or shall be deemed to be, the agent or servant of the **COUNTY**. None of the benefits provided by the **COUNTY** to their employees including, but not limited to, Worker's Compensation Insurance and

Unemployment Insurance are available from the **COUNTY** to the employees, agents, or servants of the **COURT**.

11. Amendment/Modification

In addition to applicable federal, state and local statutes and regulations, this Agreement expresses the entire understanding of the parties concerning the matters covered herein. Unless specifically indicated herein, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved by the parties. Budget or operational modifications that do not result in an increase of funding or change the underlying public purpose of this Agreement, or otherwise amend the terms of this Agreement shall be documented and submitted in the format prescribed and provided by the **COUNTY**, which is attached hereto and incorporated herein as Attachment A. The Director of Human Services may approve budget and operational modifications described under this section.

12. Agreement Management and Notice

All notices and other communications referred to and required herein must either be given by US Postal Service mail or email, unless otherwise specified herein, to the parties as shown below. The effective date of any notice sent via US mail shall be the date it is deposited in the mail, postage prepaid, certified or registered, return receipt requested, or if email, the date sent to the email address set forth below. Each party must advise the other parties of any status change concerning this Notice section.

Pinellas County Human Services designates the following person(s) as the liaison for the
COUNTY:

Tristian Byrne, Program Lead
Pinellas County Human Services
440 Court Street, 2nd Floor
Clearwater, Florida 33756
tbyrne@pinellas.gov

and

Victor Gonzalez, Contract Manager
Pinellas County Human Services
440 Court Street, 2nd Floor
Clearwater, Florida 33756
vgonzalez@pinellas.gov

COURT designates the following person(s) as the liaison:

KerryAnn Fuller Rainey, Budget Services Manager
6th Circuit Court
14250 49th St N J4.4413
Clearwater, Florida 33762
krainey@jud6.org

13. Termination

- a.** Either party may cancel this Interlocal Agreement without cause by giving thirty (30) days prior notice to the other party in writing of the intention to cancel.
- b.** In the event sufficient budgeted funds are not available for a new fiscal period or are otherwise encumbered, the **COUNTY** shall notify the **COURT** of such occurrence, and the Interlocal Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the **COUNTY**.

c. In the event the **COURT** uses any funds provided by this Interlocal Agreement for any purpose or program other than authorized under this Agreement, the **COURT** shall repay such amount and, at the option of the **COUNTY**, be deemed to have waived the privilege of receiving additional funds under this Agreement.

14. Closeout

a. Upon termination, in whole or in part, of this Agreement the **COURT** remains responsible for the maintenance and closeout of this Agreement, consistent with 2 C.F.R 200.344 and 2 C.F.R 200.345.

SIGNATURE PAGE FOLLOWS

INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND THE SIXTH JUDICIAL CIRCUIT COURT OF
FLORIDA FOR THE FY24 ADULT DRUG COURT EXPANSION PROGRAM

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on
the day and year written below.

PINELLAS COUNTY, FLORIDA, by and
through its County Administrator

By: _____
Barry A. Burton, County Administrator

Date: _____, 2025

SIXTH JUDICIAL CIRCUIT COURT OF
FLORIDA

By: _____
Jennifer A. Parker
Trial Court Administrator

Date: _____, 2025

Appendix A – Scope of Services

Description: The **COURT** shall support the Adult Drug Court Expansion Program by providing program oversight and support staff to serve adults with substance use disorders, especially those with neurotrauma and drug-related offenses. Services include treatment coordination, referrals, fiscal and program reporting, and ensuring fidelity to grant-funded program tracks, in alignment with SAMHSA requirements.

Planning Category(ies): Justice

Target Population: Adults with substance use disorder (SUD) diagnoses, particularly those with a history of neurotrauma, and offenses related to drug involvement in Pinellas County.

I. Program Staff

- a. The **COURT** will hire one full-time Grant Worker (FTE) to support the Adult Drug Court Expansion Program, as detailed in Appendices B, C, and D. If at any time Grant funding is no longer available, the **COUNTY** shall have no further obligation to pay for the Grant Worker.
- b. The **COURT** shall dedicate a minimum of 0.20 full-time equivalent (FTE) for a Drug Court Manager to serve as the Project Director. This position is designated as Key Personnel for the grant and required to report time and effort reporting documenting work on the Adult Court Expansion Program, as outlined in Appendix B, and shall be reported as in-kind support to the Grantor. The Project Director must actively

participate as a member of the Drug Court team and fulfill the following responsibilities and qualifications:

i. Duties and Responsibilities

1. Oversee all operational aspects of the Adult Drug Court Expansion Program (ADC-NT), including service fidelity, coordination with partners, and compliance with grant terms.
2. Review and approve a monthly Treatment Services Calendar from the Provider that clearly distinguishes program tracks and identifies any clinically necessary co-mingled sessions.
3. Supervise program-assigned staff and serve as the primary liaison with internal and external partners.
4. Review and approve subrecipient invoices and collaborate with the **COUNTY** on financial documentation and reporting of allowable costs.
5. Ensure timely and accurate submission of all required SAMHSA reporting, including biannual performance reports and data submissions.
6. Serve as the primary point of contact for all SAMHSA-related correspondence, including communications regarding applications, reporting, and program oversight.
 - a. Must attend one in-person SAMHSA Recipient Meeting annually, as required by the Grantor and detailed in Appendix B.

- b. Must maintain an active eRA Commons account with a Project Director/Principal Investigator (PD/PI) role affiliated with the organization.

ii. Minimum Qualifications

1. Prior experience working with an Adult Tribal Healing to Wellness Court, Family Treatment Drug Court (FTDC), or Adult Treatment Drug Court (ATDC), with demonstrated understanding of Drug Court Best Practice Standards or the Tribal Court Model Key Components.
2. Demonstrated knowledge of evidence-based substance use disorder (SUD) treatment and long-term recovery supports.
3. General understanding of grant and budget management, with a willingness to engage in fiscal oversight and participate in related training.
 - a. The **COURT** shall ensure that personnel involved in the financial and programmatic administration of the Grant complete relevant training(s) to support compliant and effective implementation. Training shall align with 2 C.F.R. Part 200 (Uniform Guidance), specifically § 200.302 (Financial Management), § 200.303 (Internal Controls), and § 200.305 (Payment), as well as applicable SAMHSA and HHS requirements.
 - b. The **COUNTY** and **COURT** will jointly determine any additional training needs, timing, and format to support the

overall administration of the Grant and ensure adherence to
evolving grant requirements.

II. Program Services and Procedures

- a. **COURT** shall submit approved grant services provider invoices electronically to the Grant Manager, as designated by the **COUNTY**, in a method prescribed by the **COUNTY** promptly. As a subrecipient under a Federal Award, **COURT** must, in accordance with 2 C.F.R. § 200.415.
- b. The **COURT** shall receive invoice submissions from the subrecipient and provide the first line of review for programmatic alignment. Within five (5) business of receipt, the **COURT** will provide the receipt date, complete invoice packet, and written approval to proceed. The **COUNTY** will review all invoices for accuracy and compliance with Grant requirements prior to approving reimbursement. In accordance with 2 C.F.R. § 200.305, Payment. The Parties will collaborate to finalize the invoice format, required documentation, and submission process.
- c. **COUNTY** shall have the ability to access **COURT** reporting directly through the **COURT** software.
- d. The **COURT** shall ensure active oversight of service delivery to maintain the integrity of distinct grant-funded treatment tracks. This will help ensure services are delivered as designed and reinforce to judicial partners that treatment models are distinct and intentional.
- e. The **COURT** shall require the Provider to submit a monthly Treatment Services Calendar for grant-funded services. The calendar must identify:
 - i. The name and focus of each group

- ii. The intended audience (e.g., DDC-NT, Aurora+, or mixed group)
- iii. The session schedule and facilitator(s)
- f. The **COURT** may permit limited co-mingling of clients in group settings when it is clinically appropriate and necessary for operational continuity (e.g., low enrollment), provided the calendar reflects this and the overarching service intent is maintained.

III. Reporting

- a. The **COURT** shall provide periodic programmatic and financial reports to the **COUNTY** in a format and schedule to be determined jointly. These reports will assist with tracking grant performance and ensuring fiscal accountability under the Grant.
- b. The **COURT** shall submit to the **COUNTY** the following
 - i. Programmatic Reporting:
 - 1. All required data for the semi-annual and annual SAMHSA reporting, consistent with Appendix B and C, a minimum of two-weeks before the SAMHSA report submission deadline (April 28th and December 28th).
 - 2. Monthly Treatment Services Calendar, within 15 days of the close of the month being reported, from the program services provider that clearly distinguishes program tracks and identifies any clinically necessary co-mingled sessions.
 - ii. Financial Reporting:
 - 1. The Court shall provide the County with Time and Effort (T&E) reporting within 15 days of the quarter close of each quarterly reporting period. Required documentation includes:

- a. Signed PDF timesheets for any staff whose position is funded at less than 100% Full-Time Equivalent (FTE);
- b. Time Certification statements for employees funded at 100% FTE or judges, if applicable;
- c. Earnings statements for all personnel supported under this Agreement.
- d. All timesheets and certifications must include valid electronic signatures by the appropriate staff to confirm accuracy and compliance. Incomplete or unsigned documentation may result in payment delays.

IV. Performance Measures

- a. The **COURT** shall collect and report data on the following indicators:
 - i. Number of individuals served
 - ii. Abstinence from substance use
 - iii. Housing stability
 - iv. Employment or education status
 - v. Social connectedness
 - vi. Health, behavioral, and social consequences
 - vii. Access to treatment
 - viii. Services provided
 - ix. Retention in treatment
 - x. Criminal justice involvement
- b. The **COURT** shall target service delivery to a total of 200 unduplicated individuals

over a five-year period (40 annually).

V. Special Conditions

- a. The parties agree to comply with all federal, state, and local regulations governing the Grant, including but not limited to 2 C.F.R. §200.300 et seq., regarding administrative requirements, cost principles, and audit requirements for federal grant awards.
- b. This Interlocal constitutes the entire agreement between the parties regarding the Adult Drug Court Expansion Program. Any amendments to this agreement must be made in writing and signed by both parties.
- c. In accordance with the Grant, the **COURT** may hire employees and may contract for services to provide services for **COURT** functions in accordance with the terms of the Grant. The **COURT** retains sole authority to hire, terminate, and establish policies relating to the work of any such employee or contracted personnel. The number of employees hired, and the extent of any contracted services are limited to those funded or reimbursed by the Grant or by any Grantor-approved Prior Approvals and/or budget adjustments thereto.
- d. The **COURT** and the **COUNTY** agree that any employee hired and/or funded by the **COURT** in accordance with the terms of the Grant will be a County-funded court employee in accordance with the MEMORANDUM OF UNDERSTANDING BETWEEN PINELLAS COUNTY AND THE SIXTH JUDICIAL CIRCUIT OF FLORIDA FOR GRANT-FUNDED COURT EMPLOYEES, hereinafter the “GRANT-FUNDED EMPLOYEE MOU,” entered into between the **COUNTY** and the **COURT** on June 11, 2024. Any extensions or modifications to the GRANT-FUNDED EMPLOYEE MOU shall continue to govern this Interlocal.

- e. The **COURT** shall purchase necessary materials and equipment for the Adult Drug Court Expansion Program in accordance with the terms and conditions set forth in Appendices B, C, and D.
- f. The **COUNTY** shall reimburse the **COURT** for operational costs and travel related to training and conferences in accordance with the terms and conditions set forth in Appendices B, C, and D.