

HUMAN SERVICES FUNDING AGREEMENT
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

Legistar ID Number: 23-0768D

THIS AGREEMENT (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 **WESTCARE GULFCOAST FLORIDA, INC.** a Florida non-profit corporation, whose address is 1735 Dr. Martin Luther King Jr Street South St. Petersburg, FL 33705 hereinafter called the "**AGENCY**."

WITNESSETH:

WHEREAS, the **COUNTY** serves as a pass-through entity for the US Dept. of Justice Edward Byrne Memorial Justice Assistance Grant (Grant); and

WHEREAS, on September 19, 2023, the Board of County Commissioners (Board) approved the recommendations made by the Pinellas Substance Abuse Advisory Board (SAAB) for the distribution of the Grant's local funding allocation; and

WHEREAS, the **COUNTY** recognizes that the **AGENCY** is providing an essential service within the community; and

WHEREAS, the health and well-being of Pinellas County residents are critical for a prosperous and sustainable community; and

WHEREAS, health is influenced by many factors beyond genetics and medical care, including the social, economic, service, and physical environments, both natural and built, and the conditions in which people live, learn, work, play, and age. These environments and conditions are known as the social determinants of health; and

WHEREAS, policies implemented by the **COUNTY** related to food access, housing, transportation, public safety, education, criminal justice, and economic development significantly

affect health inequities and the social determinants of health; and

WHEREAS, the services of the **AGENCY** help address the shortage in mental health and substance abuse treatment; and

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

1. **Recitals**

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

2. **Grant Specific Information**

This project shall be undertaken and accomplished in accordance with the terms and conditions specified herein and the exhibit and appendices named below, which are attached hereto and by reference incorporated herein: Exhibit A contains standard Contract Provisions for Contracts Under Federal Awards; Attachment 1 contains the Statement of Work and Budget; Exhibit B contains the Notice of Award, and the Florida Department of Law Enforcement Subaward Standard Conditions.

2 C.F.R. § 200.331(a)(1) (Federal Award Identification) requires that certain specific information about JAG be included in this Agreement. Such information, consistent with the **accordant subsections under 2 C.F.R. § 200.331(a)(1), follows:**

- a. Subrecipient’s name: **WestCare Gulfcoast Florida, Inc.**
- b. Subrecipient’s Unique Entity Identifier number: **HNG6XDT1MNL5**
- c. Federal Award Identification Number: **15PBJA-22-GG-00656-MUMU**
- d. Federal Award Date: **9/16/2022**
- e. Subaward Period of Performance Start and End Date: **10/01/2023 – 9/30/2024**

- f. Amount of Federal Funds Obligated by this Action by the Pass Through-Entity to the Subrecipient: **\$8,300.98**
- g. Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation: **\$4,739,057.98**
- h. Total Amount of the Federal Award committed to the Subrecipient by the Pass-Through Entity: **\$8,300.98**
- i. Federal Award Project Description, as Required to be Responsive to the Federal Funding Accountability and Transparency Act: **The Edward Byrne Memorial Justice Assistance Grant (JAG) Countywide.**
- j. Name of Federal Awarding Agency, Pass-Through Entity, and Contact Information for Awarding Official of the Pass-Through Entity:

Federal Awarding Agency:

U.S. Department of Justice,

Tarasa Napolitano, Program Manager

(202) 598-7372

Through:

Florida Department of Law Enforcement

Avery McCammon, Office of Criminal Justice Grants

(850) 617—1266

Pass-Through Entity:

Pinellas County Board of County Commissioners

Contact Information for Awarding Official of the Pass-Through Entity:

Karen Yatchum, Pinellas County Human Services

440 Court Street, 2nd Floor

Clearwater, FL 33756

Grants@pinellas.gov

k. CFDA Number and Name; the Pass-Through Entity Must Identify the Dollar Amount Made Available Under Each Federal Award and the CFDA Number at the Time of Disbursement:

i. CFDA Number (at time of disbursement): **16.738**

ii. CFDA Name: **Edward Byrne Memorial Justice Assistance Grant Program**

iii. Total Dollar Amount Available Under this Federal Award: **\$250,805.00**

l. Identification of Whether the Award is R&D: **Not an R&D award**

m. Indirect Cost Rate for the Federal Award: **No Indirect Cost Rate claimed**

3. **Scope of Services.**

AGENCY shall provide services as described in Attachment 1, attached hereto and incorporated by reference herein.

4. **Term of Agreement.**

a. The term of this Agreement commences upon execution of this Agreement by both Parties and shall expire on September 30, 2024. Following the commencement of this Agreement, reimbursement for service and costs rendered by the **AGENCY** on or after October 1, 2023, may be invoiced.

b. Services shall not be rendered by the **AGENCY** until Grantor provides Notice to **COUNTY** that Grant program costs can be incurred, and **COUNTY** informs the **AGENCY** as such.

5. **Compensation.**

a. The **COUNTY** agrees to pay the **AGENCY** an amount not to exceed Eight Thousand, Three Hundred dollars and Ninety-eight cents (\$8,300.98) per fiscal year for the services described in Section 2 of this Agreement.

b. All requests for reimbursement payments must be submitted on a monthly basis, signed by an authorized **AGENCY** representative, and accompanied by documentation including the cost of services provided, invoices, receipts, and/or copies of time slips or pay stubs which verify the services for which reimbursement is sought, as applicable and required by the **COUNTY**. Invoices shall be sent electronically to the Contract Manager on a monthly basis within thirty (30) days of the end of the month. The **COUNTY** shall not reimburse the **AGENCY** for any expenditures in excess of the amount budgeted without prior approval or notification. Invoicing due dates may be shortened as necessary to meet fiscal year deadlines or grant requirements.

c. The **COUNTY** shall reimburse the **AGENCY** in accordance with the Florida Prompt Payment Act upon receipt of the invoice and required documentation. When the required documentation and/or reports are incomplete or untimely, the **COUNTY** may withhold payment for the unvalidated amount and/or short pay the undisputed payment amount until such time as the **COUNTY** accepts the remedied documentation and/or reports.

d. Any funds used in conjunction with travel must be made in accordance with Florida Statute 112.061 or other policies as may be approved by Pinellas County Human Services in advance of travel.

e. Any funds expended in violation of this Agreement or in violation of appropriate federal, state, and county requirements shall be refunded in full to the **COUNTY**. If this Agreement is still in force, future payments may be withheld by the **COUNTY**.

f. The **AGENCY** shall track program income generated from services provided under this Agreement and provide a report on program income to the **COUNTY** with each invoice submission. The **AGENCY** shall reinvest the program income into the program as approved by the **COUNTY** and/or deduct the program income from reimbursement requests. The **AGENCY** shall provide the **COUNTY** with a program income policy as applicable.

6. **Data Collection and Performance Measures.**

As required by the Grantor and in accordance with the timeline in Appendix A, Program data shall be submitted to the **COUNTY** no later than twelve (12) days following the end of the quarter of service provision. Where no activity has occurred within the preceding period, the **AGENCY** shall provide a written explanation for non-activity during the quarter, and no payments will be due and/or reimbursed.

7. **HIPAA, Information Sharing, and Care Coordination**

a. **AGENCY** understands and agrees that the **COUNTY**, through its Human Services Department is a Covered Entity as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 45 CFR 160.103.

b. **AGENCY** is a HIPAA Covered Entity in addition to serving as a Business Associate of the **COUNTY**, and agrees to use and disclose Protected Health Information in compliance with the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and the **AGENCY** shall disclose any policies, rules or regulations enforcing these provisions upon request.

c. **AGENCY** agrees to sign a Business Associate Agreement and shall develop Data Sharing Agreements and/or Business Associate Agreements with partnering healthcare providers, as necessary, to facilitate the exchange of health information and coordinate client care.

d. **AGENCY** shall ensure that clients complete releases of information (ROI) upon client admission and no less than annually to facilitate care coordination. **AGENCY** shall use and promote the use of a standard, community-wide Patient Authorization for Disclosure of Health Information - Multiparty Release of Information Form, upon request. The release covers general medical as well as Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), psychiatric, psychological, substance abuse information from medical record(s) in accordance with Florida Statutes 394.459, 381.004, 395.3025, and 90.503; 42 CFR, Part 2; and the Health Insurance Portability and Accountability act of 1996 (HIPAA) 45 CFR parts 160 and 164.

8. **Personnel**

a. **Qualified Personnel.** The **AGENCY** 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.

b. **Notification and Replacement of Personnel.** The **AGENCY** shall provide the names and qualifications of the **AGENCY** Personnel assigned to perform Services pursuant to the Agreement in writing within ten (10 days) of request. The **COUNTY**, on a reasonable basis, shall have the right to require the removal and replacement of any of the **AGENCY** Personnel performing Services, at any time during the term of the Agreement. The **COUNTY** will notify the **AGENCY** in writing in the event the **COUNTY** requires such action. The **AGENCY** shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the

COUNTY and shall promptly replace such person with another person, acceptable to the **COUNTY**, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual **AGENCY** Personnel are prohibited by applicable law from providing Services, removal and replacement of such **AGENCY** Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe.

c. The **AGENCY** shall, within three (3) business days of changes, submit written notification by electronic mail to their Contract Manager if any of the following positions are to be changed and identify the individual and qualifications of the successor or plan to recruit a successor:

- i. Chief Executive Officer (CEO)
- ii. Chief Operations Officer (COO)
- iii. Chief Financial Officer (CFO)
- iv. Chief Information Technology Officer (CITO) or
- v. Any other equivalent position within the **AGENCY**'s Organizational chart.
- vi. Integral personnel funded through this Agreement or direct Supervisors of personnel funded through this Agreement

9. **Monitoring.**

a. The **AGENCY** will cooperate in monitoring site visits including, but not limited to, review of staff, fiscal and client records, programmatic documents, and will provide related information at any reasonable time.

b. The **AGENCY** will submit other reports and information in such formats and at such times as may be prescribed by the **COUNTY**.

c. The **AGENCY** shall submit reports on any monitoring of the program funded in whole or in part by the **COUNTY** that are conducted by federal, state or local governmental agencies or other funders within ten (10) days of the **AGENCY**'s receipt of the monitoring report.

d. If the **AGENCY** receives licensing and accreditation reviews, each review shall be submitted to the **COUNTY** within ten (10) days of receipt by the **AGENCY**.

e. All monitoring reports will be as detailed as may be reasonably requested by the **COUNTY** and will be deemed incomplete if not satisfactory to the **COUNTY** as determined in its sole reasonable discretion. Reports will contain the information or be in the format as may be requested by the **COUNTY**. If approved by the **COUNTY**, the **COUNTY** will accept a report from another monitoring agency in lieu of reports customarily required by the **COUNTY**.

10. **Documentation.**

The **AGENCY** shall maintain and provide the following documents upon request by the **COUNTY** within three (3) business days of receiving the request, as applicable:

- a. Articles of Incorporation
- b. **AGENCY** By-Laws
- c. Past twelve (12) months of financial statements and receipts
- d. Membership list of governing board
- e. All legally required licenses
- f. Latest agency financial audit and management letter
- g. Biographical data on the **AGENCY** chief executive and program director
- h. Equal Employment Opportunity Program
- i. Inventory system – (equipment records)
- j. IRS Status Certification/501 (c) (3)

- k. Current job descriptions for staff positions and **AGENCY** Organizational Chart
- l. Match documentation

11. **Special Situations.**

The **AGENCY** agrees to inform the **COUNTY** within one (1) business day of any circumstances or events which may reasonably be considered to jeopardize its capability to continue to meet its obligations under the terms of this Agreement. Circumstances or events may include, but are not limited to, those resulting in injury, media coverage or public reaction that may have an impact on the **AGENCY**'s or the **COUNTY**'s ability to protect and serve its participants, or other significant effect on the **AGENCY** or the **COUNTY**. Circumstances or events shall be reported to the designated **COUNTY** contact in the form prescribed by the **COUNTY**.

12. **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, change the underlying public purpose of this Agreement or otherwise amend the terms of this Agreement shall be submitted in the format prescribed and provided by the **COUNTY** which is attached hereto and incorporated herein as Attachment 2.

13. **Termination.**

- a. The **COUNTY** shall have the right to cancel this Agreement without cause by

giving thirty (30) days prior notice to the other party in writing of the intention to cancel.

b. Failure of the **AGENCY** to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement. Where the **COUNTY** determines that a material breach can be corrected, the **AGENCY** shall be given thirty (30) days to cure said breach. If the **AGENCY** fails to cure, or if the breach is of the nature that the **COUNTY** has determined cannot be corrected, or that the harm caused cannot be undone, the **COUNTY** may immediately terminate this Agreement, with cause, upon notice in writing to the **AGENCY**.

c. In the event sufficient budgeted funds are not available for a new fiscal period or are otherwise encumbered, the **COUNTY** shall notify the **AGENCY** of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the **COUNTY**.

d. In the event the **AGENCY** uses any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, the **AGENCY** 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. **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 **AGENCY** 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 **AGENCY** 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.

15. **Non-Exclusive Services.**

During the term of this Agreement, and any extensions thereof, the COUNTY reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

16. **Indemnification**

The AGENCY agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the COUNTY, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the COUNTY, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of the AGENCY; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY.

17. **Insurance.**

The AGENCY shall comply with the insurance requirements set out in Attachment 3, attached hereto and incorporated herein by reference.

18. **Public Entities Crimes.**

The AGENCY is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to the COUNTY that the AGENCY is qualified to transact business with

public entities in Florida and that its performance of the Agreement will comply with all applicable laws including those referenced herein. The **AGENCY** represents and certifies that the **AGENCY** is and will at all times remain eligible for and perform the services subject to the requirements of these, and other applicable, laws. The **AGENCY** agrees that any contract awarded to the **AGENCY** will be subject to termination by the **COUNTY** if the **AGENCY** fails to comply or to maintain such compliance.

19. **Business Practices.**

a. The **AGENCY** shall utilize financial procedures in accordance with generally accepted accounting procedures and Florida Statutes, including adequate supporting documents, to account for the use of funds provided by the **COUNTY**.

b. The **AGENCY** shall retain all records (programmatic, property, personnel, and financial) relating to this Agreement for five (5) years after final payment is made.

c. All **AGENCY** records relating to this Agreement shall be subject to audit by the **COUNTY** and the **AGENCY** shall provide an independent audit to the **COUNTY**, if so requested by the **COUNTY**.

d. The **AGENCY** shall permit access to records by the pass-through entities and/or federal awarding agency.

20. **Public Records.**

The **AGENCY** acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Specifically, section 119.0701 requires **AGENCY** perform the following:

- a. Keep and maintain public records required by the **COUNTY** to perform the service.
- b. Upon request from the **COUNTY**'s custodian of public records, provide the

COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

c. Ensure that public records that are deemed exempt and/or confidential are exempted from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the **AGENCY** does not transfer the records to the **COUNTY**.

d. Upon completion of the contract, transfer, at no cost to the **COUNTY**, all public records in possession of the **AGENCY** or keep and maintain public records required by the **COUNTY** to perform the service. If the contractor transfers all public records to the **COUNTY** upon completion of the contract, the **AGENCY** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **AGENCY** keeps and maintains public records upon completion of the contract, the **AGENCY** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the **COUNTY**, upon request from the **COUNTY**'s public agency's custodian of public records, in a format that is compatible with the information technology systems of the **COUNTY**.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Public Records Liaison
440 Court St., 2nd Floor**

Clearwater, FL 33756
astanton@pinellascounty.org
(727) 464-8437

21. **Nondiscrimination.**

a. Pursuant to Section 2.02(e) of the Pinellas County Code Protection of human rights. The **COUNTY** shall establish provisions, pursuant to state and federal law, for protection of human rights from discrimination based upon religion, political affiliation, race, color, age, sex, or national origin by providing and ensuring equal rights and opportunities for all people of Pinellas County.

b. 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 or against any client because of age, sex, race, ethnicity, color, religion, national origin, disability, marital status, or sexual orientation.

c. The **AGENCY** shall not discriminate against any person on the basis of age, sex, race, ethnicity, color, religion, national origin, disability, marital status or sexual orientation in admission, treatment, or participation in its programs, services and activities.

d. The **AGENCY** shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

e. At no time will clients served under this Agreement be segregated or separated in a manner that may distinguish them from other clients being served by the **AGENCY**.

22. **Conflicts of Interest.**

a. No officer, member, or employee of the **COUNTY**, and no member 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, 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.

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

23. 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**. No agent, employee, or servant of the **AGENCY** 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 **AGENCY**.

24. **Additional Funding.**

Funds from this Agreement shall be used as the matching portion for any federal grant only in the manner provided by federal and state law and applicable federal and state rules and regulations. The **AGENCY** agrees to make all reasonable efforts to obtain funding from additional sources wherever said **AGENCY** may qualify. Should this Agreement reflect a required match, documentation of said match is required to be provided to the **COUNTY**.

25. **Governing Law.**

The laws of the State of Florida shall govern this Agreement.

26. **Conformity to the Law.**

The **AGENCY** shall comply with all federal, state, and local laws and ordinances and any rules or regulations adopted thereunder.

27. **E-VERIFY**

a. The **AGENCY** must register with and use the E-verify system in accordance with Florida Statute 448.095. The **AGENCY** shall submit an affidavit of compliance with this section at the start of this agreement.

b. If the **AGENCY** enters into a contract with a Subcontractor, the Subcontractor must provide the **AGENCY** with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

c. If the **COUNTY**, the **AGENCY**, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1), the party shall immediately terminate the contract with the person or entity.

d. If the **COUNTY** has a good faith belief that a Subcontractor knowingly violated this provision, but the **AGENCY** otherwise complied with this provision, the **COUNTY** will notify the **AGENCY** and order that the **AGENCY** immediately terminate the contract with the Subcontractor.

e. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. The **AGENCY** acknowledges upon termination of this agreement by the **COUNTY** for violation of this section by **AGENCY**, the **AGENCY** may not be awarded a public contract for at least one (1) year. The **AGENCY** acknowledges that the **AGENCY** is liable for any additional costs incurred by the **COUNTY** as a result of termination of any contract for a violation of this section.

f. The **AGENCY** shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. The **AGENCY** shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

28. Prior Agreement, Waiver, and Severability.

This Agreement supersedes any prior Agreements between the Parties and is the sole basis for agreement between the Parties in regard to this matter. The waiver of either party of a violation or default of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent violation or default hereof. If any provision, or any portion thereof, contained

in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

29. 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 email shall be the date of receipt, provided such receipt has been confirmed by the recipient. 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:**

Abigail Stanton, Contracts Division Director
Pinellas County Human Services
440 Court Street, 2nd Floor
Clearwater, Florida 33756
astanton@pinellas.gov

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

Linda Welborn
Westcare/Mustard Seed Inn
2510 Central Avenue
St. Petersburg, Florida 33712
linda.welborn@westcare.com
(727) 490-6769


SIGNATURE PAGE FOLLOWS

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

APPROVED AS TO FORM


By: Cody J. Ward
Office of the County Attorney

PINELLAS COUNTY, FLORIDA, by and through its County Administrator

By: 
Barry A. Burton

Date: October 21, 2023

WESTCARE GULFCOAST-FLORIDA, INC., a Florida not-for-profit corporation

By: 
Frank Rabbito, COO

Date: 10/13, 2023
Resolution WCGC 2023-02

ATTACHMENT 1
FFY22 JAGC FUNDING- PROJECT SUMMARY

Agency: WestCare GulfCoast-Florida, Inc.

Program: Mustard Seed Inn (MSI)

Grant Term: October 1, 2023-September 30, 2024

Human Services Priority Area: Homeless and Housing Services

JAG Program Area/Performance Reporting Criteria: Prevention and education / Crime Prevention

Target Population and Eligibility Criteria:

MSI clients must meet the following criteria: (1) a single man/woman age 18+; (2) documented homeless or Risk of Homelessness as described by HUD; (3) verified low-income at time of intake; (4) have a substance abuse history and lack resources for sobriety; (5) currently abstinent from drugs and alcohol (minimum of 4+ days);(6) medically stable with no evidence of distress; (7) willing to participate in program activities; (8) have no serious psychosis or other mental illness that would prevent participation or necessitate hospitalization, and (9) able to perform self-care.

Scope of Services:

MSI provides transitional housing and permanent housing assistance services for homeless individuals and families) as well as vocational and employment services when indicated. MSI works closely with other WestCare programs to ensure easy access to workforce support and medication-assisted treatment programs. Services provided through MSI help to reduce relapse and criminal recidivism. MSI supports the FDLE priority area of prevention and education through the provision of life skills training, vocational support, provision of housing, and the development of social skills. MSI provides structure and community that can reduce antisocial behavior, provides a network of peers who are also in recovery, supports educational training, provides structure to leisure time, and helps individuals to abstain from substances. The reduction of the risk factors helps to prevent future substance use and criminal activity.

Agency will provide a Case Manager to all residents to ensure they are linked to all necessary services to help maintain recovery from drugs or alcohol. The Case Manager will assist with transitional housing and permanent housing assistance services for homeless individuals and families as well as vocational and employment services when indicated.

Program Goals:

- 95% of clients that are able to work within 30 days of entry. (The clients eligible are the ones that are not on disability)
- 70% of MSI residents will exit the program to permanent housing within 12 months of intake.

- 90% of MSI residents will attend an average of at least one (1) life-skills or independent-living training each week while residing at MSI

Reports:

Quarterly and year-end reporting are required.

- Report #1: October 1, 2023, thru December 31, 2023
 - Report due January 11, 2024
- Report #2: January 1, 2024, thru March 31, 2024
 - Report due April 11, 2024
- Report #3: April 1, 2024, thru June 30, 2024
 - Report due July 11, 2024
- Report #4: July 1, 2024, thru September 30, 2024
 - Report due October 11, 2024
- SAAB Report - a verbal and written presentation on the outcomes of the program
 - Will be done during the Fall SAAB Meeting

Project Budget:

Awarded amount= \$8,300.98

1 unit = 1 staff hour

Will fund approx.= 332 hours

Case Manager Salary - \$35,360

Fringe - \$8,274

Supplies - \$900

Course materials - \$2,700

Operational costs - \$768

Direct Client Assistance - \$1,998

2,000 hours x \$25/hr = \$50,000