

**SERVICE FUNDING AGREEMENT BETWEEN PINELLAS COUNTY
AND WESTCARE GULF COAST-FLORIDA, INC. FOR THE CRIMINAL
JUSTICE MENTAL HEALTH AND SUBSTANCE ABUSE
REINVESTMENT GRANT**

THIS AGREEMENT (Agreement), **effective retroactively to February 1, 2017**, 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 **100 Second Avenue South, Suite 901 St. Petersburg, FL 33701**, hereinafter called the "**AGENCY**;"

WITNESSETH:

WHEREAS, the **COUNTY** desires to provide alternatives to incarceration for adults that have a substance use disorder, co-occurring mental health condition, and have been charged with a crime within Pinellas County; and

WHEREAS, the **COUNTY**, in partnership with local providers and stakeholders, applied for and has been awarded, by the **Florida Department of Children and Families**, hereinafter referred to as the Grantor, the **Criminal Justice Mental Health and Substance Abuse Reinvestment Grant**, hereinafter referred to as the "Grant"; and

WHEREAS, the Grant will fund the Pinellas County Recovery Project, an expansion of the existing Pinellas County Office of the Public Defender, Sixth Judicial Circuit, Jail Diversion program, hereinafter referred to as the "Project" or "Grant Program"; and

WHEREAS, the purpose of this Agreement is to facilitate the administration of Grant funds and to implement the Project through mutual understanding of the procedures and expectations of each party under the Grant; and

WHEREAS, the **COUNTY** recognizes that the **AGENCY** responds to critical needs within the community as a provider of stabilization, treatment, and recovery support services for individuals with mental health and substance use disorders in the County;

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

1) Specific Grant Information

- a) The Project shall be undertaken and accomplished in accordance with the terms and conditions specified herein and the Appendices named below, which are attached hereto by reference and incorporated herein: Appendix A contains the Grant application submitted to Grantor, Appendix B contains a detailed Grant Program budget, and Appendix C contains the Grant agreement between **COUNTY** and Grantor.
 - i) Name of the Grant awarding agency: Florida Department of Children and Families
 - ii) Sub-contractor: Westcare Gulfcoast-Florida, Inc, the **AGENCY**
 - iii) Other Grant partners: Pinellas County Office of the Public Defender, Sixth Judicial Circuit and Vincent House of Van Gogh's Palette, Inc.
 - iv) Grant Program and Funding Term: February 1, 2017 – January 31, 2020
 - v) Total Grant award allocated to **COUNTY** by Grantor: \$1,200,000.00
 - vi) Total Amount of Grant Award allocated to **AGENCY** for Term of Grant:
\$840,000.00
 - vii) Total value of in-kind match that **AGENCY** commits to Grant Program:
\$1,080,000.00
 - viii) Grant Project Description: The Project is an expansion of the existing jail diversion program operated by the Pinellas County Office of the Public Defender, Sixth Judicial

Circuit, since 2004. The primary goal of the Project is to divert high-risk individuals from arrest, prosecution, or incarceration to treatment and recovery support services.

2) **Scope of Services**

- a) The **AGENCY** shall provide an array of mental health and co-occurring substance abuse services, as detailed in Appendix A and Exhibits C and C1 of Appendix C, to eligible individuals for up to 90 days utilizing evidence-based programs and practices including, but not limited to, Cognitive Behavior Therapy, Motivational Interviewing, Motivational Enhancement Therapy, and Seeking Safety to address trauma. The Project will also utilize peer-based recovery support to improve the accessibility and effectiveness of treatment.
- b) Services the **AGENCY** provides shall be based on Individualized Health and Wellness Plans for each participant and shall be provided for up to 90 days in two phases. Phase I services shall be provided as needed for up to 30 days after admission to the Grant Program and Phase II services shall be provided for up to 60 days following the conclusion of Phase I services.
- c) **AGENCY** will provide Project services including but not limited to:
 - i) Stabilization from substance use and individualized and trauma-informed services facilitated by a multi-disciplinary team of behavioral health professionals;
 - ii) Integrated screening and assessment;
 - iii) Health assessment conducted by a Licensed Practical Nurse;
 - iv) Individualized health and wellness planning, including discharge or re-entry planning;
 - v) Mental health evaluation and medication management, coordinated by the Pinellas County, Florida Office of the Public Defender, Sixth Judicial Circuit;
 - vi) Individual and group counseling to explore substance abuse and criminal thinking;

- vii) Education, psychoeducation, and support groups;
 - viii) Comprehensive case management services;
 - ix) Coordinated access to primary medical care;
 - x) Individualized vocational or employment counseling and services provided by Vincent House of Van Gogh's Palette, Inc.;
 - xi) Relapse prevention programming and services
 - xii) Guided transition into transitional housing at WestCare Gulfcoast-Florida, Inc., Mustard Seed Inn (MSI) Transitional Housing Program, Veterans' Community Living Program, or another form of temporary housing;
 - xiii) Housing counseling to ensure successful transition into permanent or stable housing prior to exiting transitional housing;
 - xiv) Outpatient relapse prevention and recovery support services; and
 - xv) Follow-up services and coordination by Recovery Peer advocates or Forensic Diversion and Recovery Specialist to maintain contact with participants for at least one year following discharge.
- d) **AGENCY** will provide Grant Program services in compliance with the terms, conditions, and reporting requirements detailed in Appendix C.

3) **Term of Agreement**

The services of the **AGENCY** shall be effective retroactively from February 1, 2017, through January 31, 2020.

4) **Compensation**

- a) The **COUNTY** agrees to reimburse the **AGENCY** for the services described in Section 2 of this Agreement in an amount up to Eight Hundred and Forty Thousand Dollars

(\$840,000.00), as awarded and pursuant to Grant requirements for the term of this Agreement.

- b) The **AGENCY** agrees to provide the **COUNTY** with an accounting for the value of the in-kind match, committed to the Grant Program by the **AGENCY**, in the amount of One Million and Eighty Thousand Dollars (\$1,080,000.00), as detailed and pursuant to the Grant requirements in Appendices A, B, and C for the term of this Agreement.
- c) All requests for reimbursement payments will be submitted on a monthly basis and shall consist of an invoice for costs incurred providing Grant Program services, signed by an authorized **AGENCY** representative. Requests shall include the value of in-kind match, all receipts and back- up documentation to verify the services for which reimbursement or in-kind match valuation is sought.
- d) The **AGENCY** shall submit, within five (5) business days after the month's end, the detailed documentation and invoice, as described in section 4(c) of this Agreement that certifies services have been completed to:

Sara Gordils
Justice Programs Analyst
440 Court Street, Second Floor Clearwater, FL 33756
sgordils@pinellascounty.org
727-453-4737

- e) The **COUNTY** shall not reimburse the **AGENCY** for any expenditures in excess of the amount budgeted or outside the scope of services of this Agreement without prior approval or notification.
- f) The **COUNTY** shall reimburse to the **AGENCY** in accordance with the Grant, upon receipt of proper invoice and required documentation by the Finance Division of the Clerk of the Circuit Court. Invoicing due dates may be shortened as necessary to meet fiscal year

deadlines or Grant requirements.

- g) The **COUNTY**'s obligation to pay under this Agreement is contingent upon a quarterly award of grant funds, and if funds become unavailable, the **COUNTY** will have no further obligation to pay **AGENCY** under this agreement. 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 shall be withheld by the **COUNTY**.

5) **Performance Measures**

- a) The **AGENCY** shall meet performance requirements and provide the **COUNTY** with all information and data necessary to comply with quarterly Grant programmatic reporting requirements detailed in Exhibits D and E of Appendix C and incorporated herein. The **COUNTY** reserves the right to amend these data elements, performance measures, or reports as necessary to ensure that the overall programmatic purpose is demonstrated, quantified, and achieved.
- b) Programmatic reporting shall be submitted to the **COUNTY** no later than five (5) business days following the end of the quarter. Where no activity has occurred within the preceding period, the **AGENCY** shall provide a written explanation for non-activity during the quarter. The report formats shall be prescribed and provided by the **COUNTY**.

6) **Monitoring**

The **AGENCY** will work with the **COUNTY** to meet the requirements of 2 C.F.R. § 200.328 (Monitoring and reporting program performance). This may include, but is not limited to, the following:

- a) **AGENCY** will comply with **COUNTY** and departmental policies and procedures.

- b) **AGENCY** will cooperate in monitoring site visits including, but not limited to, review of staff, fiscal and client records and provision of related information at any reasonable time.
- c) **AGENCY** will submit other reports and information in such formats and at such times as may be prescribed by the **COUNTY**.
- d) **AGENCY** will submit reports on any monitoring of the program funded in whole or in part by the **COUNTY** that are conducted by federal, state or local governmental agencies or other funders.
- e) If the **AGENCY** receives accreditation reviews, each accreditation review will be submitted to the **COUNTY** after receipt by **AGENCY**.
- f) 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**.

7) **Grant Requirements**

- a) If applicable, the **AGENCY** will comply with Uniform Guidance established under 45 C.F.R. § 75 defining administrative requirements, cost principles, and audit requirements for Health and Human Services grant awards.
- b) The **AGENCY** will ensure that all reimbursed expenditures are made in compliance with Grant requirements.

- c) The **AGENCY** will maintain documentation as necessary to demonstrate compliance with required Grant guidelines and will make documentation available upon request and during monitoring visits.
- d) The **AGENCY** will ensure that all staff required by Florida law to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, 110.1127, and subsection 39.001(2) as a condition of initial and continued employment that shall include but not be limited to the conditions outlined and incorporated herein of Section 4.14 Employment Screening of Appendix C.
 - i) The **AGENCY** shall comply with the conditions outlined in the Employment Screening Affidavit incorporated herein and attached hereto as Attachment 1.
 - ii) **AGENCY** shall provide the **COUNTY** with a list of employees subject to the employment screening, described in 7(d) of this Agreement, along with the date each employee's background screening was completed.

8) Documentation

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

- a) Articles of Incorporation
- b) **AGENCY** By-Laws
- c) Past 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) Continuity of Operations Plan (COOP)
- k) IRS Status Certification/501 (c) (3)
- l) Current job descriptions for staff positions
- m) Match documentation

9) Payments During Disaster Recovery

The **COUNTY** agrees to support previously approved funded programs unable to provide normal services for a period of at least sixty (60) days after a disaster has been declared, provided the program agrees to address needs for like services within the community at the request of the **COUNTY**. This period may be extended within the current contract period at the discretion of the Human Services Director.

10) Special Situations

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

11) Cancellation

- a) If the **AGENCY** fails to fulfill or abide by any of the provisions of this Agreement, **AGENCY** shall be considered in material breach of the Agreement. Where a material breach can be corrected, **AGENCY** shall be given thirty (30) days to cure said breach. If **AGENCY** fails to cure, or if the breach is of the nature that the harm caused cannot be undone, **COUNTY** may immediately terminate this Agreement, with cause, upon notice in writing to the **AGENCY**.
- b) 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, at the option of the **COUNTY**, repay such amount and be deemed to have waived the privilege of receiving additional funds under this Agreement.
- 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) This Agreement may only be terminated in accordance with the conditions of Section 6.2 of Appendix C.

12) 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.

13) Amendment/Modification

In addition to applicable federal, state and local statutes and regulations, this Agreement expresses the entire understanding of the parties concerning all matters covered 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 modifications that do not result in an increase of funding, change the purpose of this Agreement or otherwise amend the substantive terms of this Agreement shall be submitted in the format prescribed and provided by the **COUNTY** in Attachment 2, titled Agreement Modification Request.

14) 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, allegations, 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 **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**.

15) HIPAA

- a) The **AGENCY** agrees to execute a HIPAA Business Associate Agreement upon execution of this Agreement attached hereto and incorporated herein as Attachment 3.
- b) The **AGENCY** is a covered entity and **AGENCY** agrees to use and disclose Protected Health Information in compliance with the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information (45 C.F.R. § 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and shall disclose any policies, rules or regulations enforcing these provisions upon request.

16) Insurance

The **AGENCY** shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment 4, and provide a Certificate of Insurance to the **COUNTY**. The insurance requirements shall remain in effect throughout the term of this Agreement.

17) 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.

18) 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 a minimum of six (6) years after final payment is made.
- c) All **AGENCY** records relating to this Agreement shall be subject to audit by the **COUNTY** and shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. In addition, the **AGENCY** shall provide an independent audit to the **COUNTY**, if so requested by the **COUNTY**.

19) Nondiscrimination and Civil Rights Compliance

- a) 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, familial status, or sexual orientation.
- b) The **AGENCY** shall not discriminate against any person on the basis of age, sex, race, ethnicity, color, religion, national origin, disability, familial status, or sexual orientation in admission, treatment, or participation in its programs, services and activities.
- c) 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, including but not limited to Section 7.13 of Appendix C and the

DCF Office of Civil Rights Compliance Checklist completed by the **COUNTY** attached hereto and incorporated herein as Attachment 5.

- d) 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**.

20) Interest of Members of County and Others

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.

21) Conflict of Interest

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 (10) calendar days of receipt of notification by the **AGENCY**, which shall be binding on the **AGENCY**.

22) Independent Contractor

It is expressly understood and agreed by the parties that **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 **COUNTY** to the employees, agents, or servants of the **AGENCY**.

23) Non-Expendable Property

For the purposes of this Agreement, non-expendable property shall mean all property which will not be consumed or lose its identity, which costs \$5,000.00 more per unit, and which has a life expectancy in excess of one year.

- a) The **AGENCY** shall list any non-expendable property purchased by these funds according to description, model, serial number, date of acquisition, and cost.
- b) The **COUNTY** reserves the right to have its agent personally inspect said property.
- c) The **AGENCY** shall own any non-expendable property purchased by funds from this grant subject to the following conditions:
 - i) The **AGENCY** shall not sell said property within one year of purchase unless express permission is obtained from the **COUNTY** in writing;
 - ii) The **AGENCY** shall use said property for the purposes of the program herein, or for similar purposes;

- iii) The **COUNTY** shall have the right to take exclusive possession, control, and all other ownership rights of said property whose value exceeds \$5,000.00 at any time prior to the expiration of this Agreement if the **AGENCY** violates any provision of this Agreement, or if the **AGENCY** fails to use the property for the purposes of the project herein, or if the **AGENCY** ceases to exist for the purposes of this Agreement; and
- iv) The **AGENCY** shall reimburse funds to the **COUNTY** totaling a proportional share of the fair value of any non-expendable property purchased by the **AGENCY** with funding obtained through this Agreement: i. which is sold, ii. or if the **AGENCY** fails to use the property for the purposes of the project herein, iii. or if the **AGENCY** ceases to exist for the purposes of this Agreement. The share due the **COUNTY** shall be determined by the proportion of **COUNTY** funding used to purchase non-expendable property. The **COUNTY** at its option may waive this requirement and allow the **AGENCY** to retain any funds received from such sale.

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) 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. The **AGENCY** agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and the **AGENCY** policies, including but not limited to the Section 119.0701, Florida Statutes and 2 C.F.R. § 200.333. Notwithstanding any other provision of this Agreement relating to compensation, the **AGENCY** agrees to charge any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

27) Conformity to the Law

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

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. 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

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

COUNTY:

Sara Gordils, Justice Programs Analyst
440 Court Street, Second Floor Clearwater, FL 33756
sgordils@pinellascounty.org
727-453-7437

AGENCY designates the following person(s) as the liaison for invoicing and reporting:

Ronda Lieberman, Regional Accountant
P.O. Box 12019
St. Petersburg, Florida 33733-2019
ronda.lieberman@westcare.com
727-490-6767

< < SIGNATURES ON FOLLOWING PAGE > >

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

PINELLAS COUNTY, FLORIDA, a acting by and through its County Administrator

By: 
Mark S. Woodard
County Administrator

Date: March 9, 2017

WESTCARE GULFCOAST-FLORIDA, INC., a Florida Non-Profit Corporation,

By: 
James A. Dates
Area Director

Date: 1/30/17

APPROVED AS TO FORM

By: 
Office of the County Attorney