

## HUMAN SERVICES FUNDING AGREEMENT

THIS AGREEMENT (Agreement), effective upon the date executed below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**COUNTY**," and **University of South Florida Board of Trustees**, a Florida public university, whose address is 4019 East Fowler Avenue Suite 100 Tampa FL 33617-2008, hereinafter called the "**AGENCY**."

### WITNESSETH:

WHEREAS, the **COUNTY** desires to provide for local services that support child welfare within Pinellas County; and

WHEREAS, the **COUNTY** is committed to both enhancing the delivery of human services and increasing citizen access to those services; and

WHEREAS, the **COUNTY**, in partnership with local providers and stakeholders, applied for and received a Federal Grant Award from the U.S. Department of Justice, hereinafter referred to as the grantor, under the 2019 Opioid Affected Youth Initiative grant program, hereinafter referred to as "the grant"; and

WHEREAS, pursuant to Federal Super Circular Section 2 C.F.R. § 200.74, the **COUNTY** is a pass-through entity for purposes of this Federal award; and

WHEREAS, the **COUNTY** received approval from the grantor to enter into an agreement with the **AGENCY**; and

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

WHEREAS **AGENCY** is a Florida public research university with a mission of service, research and education; and

WHEREAS, the **COUNTY** recognizes that the **AGENCY** responds to critical needs within the community as a provider of Child-Parent Psychotherapy services in the County;

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

**1. Scope of Services.**

**AGENCY** agrees to provide the following services: Child Parent Psychotherapy for parents and children referred from the Early Childhood Court and Dependency Drug Court for the Opioid Affected Youth Initiative grant program. Participate in family treatment court case planning for meeting children's needs under the grant and provide input on ways to improve effectiveness of the project services.

**2. Term of Agreement.**

The services of the **AGENCY** shall commence on date of execution of agreement by the **COUNTY** and shall expire on September 30, 2022. This Agreement may be renewed based on the expiration of the initial term, by mutual agreement of the parties in writing. This option shall be exercised only if all terms and conditions remain the same.

**3. Compensation.**

a) The **COUNTY** agrees to pay the **AGENCY** an amount not to exceed **\$106,080.00**. Annual amounts for **COUNTY** fiscal years include: Year 1: \$21,216.00, Year 2: \$42,432.00, and Year 3: \$42,432.00.) Compensation includes weekly services at an hourly rate of \$45.00 for two clinical hours, one court team meeting, one hour of transportation and one hour of supervision as negotiated for the services described in Section 1 of this Agreement.

b) All requests for reimbursement payments must be submitted on a quarterly basis and shall consist of an invoice for the quarterly amount, signed by an authorized **AGENCY** representative. Invoices shall be sent electronically to the Contract Manager on a quarterly basis within thirty (30) days of the end of the quarter. 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. COUNTY shall not reimburse AGENCY for any expenditures in excess of the amount budgeted without prior approval or notification.

c) The COUNTY shall reimburse to the AGENCY in accordance with the Florida Prompt Payment Act upon receipt of invoice and required documentation. When the required documentation and/or reports are incomplete or untimely, the COUNTY may withhold payment 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.

#### **4. Performance Measures.**

The AGENCY agrees to submit a quarterly report to the COUNTY. The COUNTY reserves the right to amend these data elements for grant reporting requirements. This report shall be submitted to the COUNTY no later than thirty (30) 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.

#### **5. Monitoring.**

a) AGENCY will comply with COUNTY policies and procedures, as accepted by and communicated to AGENCY in advance and not in conflict with the policies and procedures

of AGENCY, Board of Governors and other regulatory requirements.

b) **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.

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**.

**6. Special Situations.**

**AGENCY** agrees to inform **COUNTY** within one (1) business day of any circumstances or events which may jeopardize its capability to continue to meet its obligations under the terms of this Agreement. Circumstances 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 or

email only. Incident report information shall not include any identifying information of the participant.

**7. Amendment/Modification.**

In addition to applicable federal, state and local statutes and regulations, this Agreement constitutes the entire understanding of the parties concerning all matters covered herein. No addition to, or alteration of, the terms of this Agreement, 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 terms of this Agreement shall be submitted in the format prescribed and provided by the **COUNTY**. (See Attachment 1, Budget Modification Form.)

**8. 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. **AGENCY** shall be given thirty (30) days to cure a material 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) In the event that **AGENCY** is no longer willing or able to provide the services pursuant to this Agreement, **AGENCY** may terminate with thirty (30) days written notice to **COUNTY**.

**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 **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.

**10. 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.

**11. Indemnification**

**AGENCY** agrees, to the extent of its waiver of sovereign immunity under §768.28, Florida Statutes, to indemnify the **COUNTY** and to be responsible for actual damages that are attributable to the negligent acts or omissions of **AGENCY** and its officers, agents, and employees acting within the scope of their employment by **AGENCY**. This statement shall not be construed or interpreted as consent by **AGENCY** to be sued or as a waiver of **AGENCY**'s sovereign immunity under §768.28, Florida Statutes.

**12. HIPAA.**

a) The **AGENCY** agrees to execute a mutually acceptable HIPAA Business Associate Agreement upon execution of this Agreement, as applicable.

b) The **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. 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 shall disclose any policies, rules or regulations enforcing these provisions upon request.

**13. Insurance**

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 **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**.

**14. 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.

**15. 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 three (3) 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**.

**16. 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. Specifically, section 119.0701 requires **AGENCY** perform the following:

1. Keep and maintain public records required by the **COUNTY** to perform the service.
2. 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.

3. Ensure that public records that are exempt or confidential and exempt 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**.

4. 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., 2<sup>nd</sup> Floor  
Clearwater, FL 33756  
[astanton@pinellascounty.org](mailto:astanton@pinellascounty.org)  
(727) 464-8437

**17. Nondiscrimination.**

a) Neither party shall 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.

b) Neither party shall 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.

c) Both parties shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

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**.

**18. 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.

**19. 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**.

**20. 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**.

**21. Governing Law.**

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

**22. Conformity to the Law.**

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

**23. Prior Agreement, Waiver, and Severability.**

This Agreement supersedes any prior Agreements between the Parties related to this subject matter 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.

**24. Agreement Management.**

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

Deborah Berry, Operations Manager  
Pinellas County Human Services – Justice Coordination  
440 Court Street, 2<sup>nd</sup> Floor  
Clearwater, Florida 33756

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

Lisa Negrini  
Center Assistant Director and Chief Operating Officer  
University of South Florida St. Petersburg – Family Study Center  
140 7<sup>th</sup> Ave South, Building ONE Suite 100  
St. Petersburg, Florida 33701

And the following person for purposes of notice:

Takara Waller  
Sponsored Research Administrator  
4019 East Fowler Avenue Suite 100  
Tampa, FL 33617-2008

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

Date: August 13, 2020

University of South Florida Board of Trustees


By:   
Eric Kern,  
Director Sponsored Research

Date: August 10, 2020

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

  
Frederic Skinner  
ATTORNEY - University of South Florida

APPROVED AS TO FORM

By:   
Office of the County Attorney



## Agreement Modification Request

### Human Services and Justice Coordination

*For budget reallocation or minor agreement language modifications.*

Authorized Official:	Date of Request:
Agency Name:	Effective Date:
Address:	Modification Number:

**A. REQUESTED MODIFICATION:** (Why is this change needed and what will be impacted by this change? Please reference appropriate agreement section.)

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

Program Budget Category:	Original Contract Amount:	Budget Amount Modification: Increase/Decrease	New Budget Amount:	Amount Expended as of Effective Date:	Modified Budget Balance:
<b>Contract Total:</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

AGENCY		PINELLAS COUNTY	
Authorizing Signature:		Program Manager Review:	
Name and Title:		Authorizing Signature:	
Date Executed:		Department Director:	Daisy Rodriguez, Director, Human Services
		Date Executed:	