

# SUNCOAST CENTER, INC. FUNDING AGREEMENT

## First Amendment

THIS AGREEMENT (Agreement), effective retroactive to October 1, 2016, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**COUNTY**," and **SUNCOAST CENTER, INC.**, a non-profit Florida corporation, whose address is 4024 Central Avenue, St. Petersburg, FL 33711, hereinafter called the "**AGENCY**."

### WITNESSETH:

WHEREAS, Florida Statutes 39.303 provides for the development of district Child Protection Teams to provide specialized diagnostic assessments of allegedly abused and neglected children; and

WHEREAS, the **AGENCY** is the designated Pinellas County multi-disciplinary Child Protection Team; and

WHEREAS, subsection 39.304(5), Florida Statutes, provides, in pertinent part, that the County in which the child is a resident shall bear the initial costs of the examination of the allegedly abused, abandoned, or neglected child; however, the parents, legal guardians, or legal custodian of the child shall be required to reimburse the County for the costs of such examination, other than an initial forensic physical examination as provided in section 960.28; and

WHEREAS, the **COUNTY** has established that it is the payor of last resort, and all other available funding options are to be pursued and exhausted; and

WHEREAS, the **COUNTY** has determined a reasonable reimbursement rate based on previous performance and evaluated exam rates; and

WHEREAS, Section 39.303 and subsection 39.202(6), Florida Statutes, provide, in pertinent part, that all records and reports of the child protection team are confidential and exempt from other statutory disclosure requirements except, upon request, to the State Attorney, law enforcement, DOH and necessary professionals in furtherance of the treatment and additional

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evaluation needs of the child, by order of the court, or to health plan payers, limited to that information used for insurance reimbursement purposes.

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

1. Section 3 "Compensation" is hereby amended as follows:

a) The **COUNTY** agrees to pay the **AGENCY** an amount not to exceed **ONE HUNDRED FIVE THOUSAND AND 00/100 DOLLARS (\$105,000.00)** per fiscal year 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 forty-five (45) days of the end of the quarter. Invoicing due dates may be shortened as necessary to meet fiscal year deadlines or grant requirements. The **COUNTY** shall not reimburse the **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 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**.

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2. Except as herein provided, all other terms and conditions of the Agreement remain in full force and effect.

[Signature Page Follows]

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

PINELLAS COUNTY, FLORIDA, by and  
through its County Administrator

By: \_\_\_\_\_  
Mark Woodard

Date: \_\_\_\_\_, 2016

SUNCOAST CENTER, INC.

By: \_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_, 2016

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By: \_\_\_\_\_  
Assistant County Attorney