

**MEMORANDUM OF UNDERSTANDING**  
OJJDP FY2020 Opioid Affected Youth Initiative

**THIS AGREEMENT** made and entered into this 4 day of May, 2020, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as “County”, and Eckerd Connects, WestCare Gulfcoast-Florida, Inc., and the Sixth Judicial Circuit of the Florida State Courts System.

WHEREAS, County, Eckerd Connects, WestCare Gulfcoast-Florida, Inc., the Sixth Judicial Circuit of the Florida State Courts System have come together to collaborate to implement an awarded project under the U.S. Department of Justice Office of Juvenile Programs, Office of Juvenile Justice and Delinquency Prevention (OJJDP) FY19 Opioid Affected Youth Initiative.

WHEREAS, the participants listed below have agreed to enter into a collaborative agreement in which County is the lead agency and named applicant and the other agencies are participants in the collaboration; and

WHEREAS, the participants herein desire to enter into a Memorandum of Understanding setting forth the services to be provided;

NOW, THEREFORE, it is hereby agreed by and between the participants as follows:

1) Development and History of the Collaboration

The problem of opioid abuse and other drug addictions, is such a huge contributing factor to child removals in Pinellas County that the action plan of the Pinellas County Dependency Court Improvement Committee’s (DCIC) identifies a reduction in the removal rate of families entering the system of care related to substance abuse as a priority goal. The Florida Child Welfare system is particularly strained financially due to a large influx of new children into care, and the primary emphasis has been keeping these children safe. These children, however, have greater needs than just getting out of harm’s way. Children affected by parental substance use are at a higher risk of behavioral and psychological problems. Parental opioid use is considered an Adverse Childhood Experience (ACE). The widely recognized Adverse Childhood Experience (ACE) Study by the Centers for Disease Control and Kaiser Permanente links childhood trauma (ACEs) to long-term health and social consequences and is a major finding in understanding community health. Children of parents with substance use disorders are also more likely to develop substance use problems themselves. Trauma is passed down through the generations as parents respond to stress the way their parents did. The National Judicial Opioid Task Force recognizes that although the foster care system has done a good job of protecting kids, it does not adequately address psychological, social and emotional well-being. The Pinellas County dependency court and child welfare system is struggling to provide counseling, therapy, and other specialized services to kids who need them. The Pinellas Family Treatment Court teams recognize this, and came together to pursue federal opioid grant dollars to help address this critical need.

The steering committee of the Pinellas Aiding Drug Impacted Children in Out-of-Home Care

project funded as part of OJJDP's Opioid Affected Youth Initiative (OAYI) , was formed in 2019 to begin planning for implementation of this new project. The steering committee is composed of team members of both the Pinellas Dependency Drug Court (DDC) and the Pinellas Early Childhood Court (ECC) as well as additional community treatment providers. The Pinellas DDC was implemented in 2017 with funding from OJJDP. The ECC was launched in May 2015 and is now supported by the Pinellas County Juvenile Welfare Board, which provides funding for its community coordinator. These two family treatment courts share many of the same team members. Thus, planning for this important enhancement for children provided an opportunity with a seamless transition for the Circuit.

## 2) Roles and Responsibilities

### *Pinellas County*

- a) The County is the grantee and recipient for this project, and thus acts as fiscal agent for the grant project and ensures compliance with the reporting requirements of OJJDP.

The County designated a Project Director from the Administrative Office of the Courts, Chief Deputy Court Administrator Michelle Ardabily to lead project development and implementation activities according to the provisions of the grant agreement and Pinellas County partner agreements. Ms. Ardabily will attend required trainings, and assist in monitoring fulfillment of all grant requirements. Ms. Ardabily will work closely with the Pinellas County Office of Justice Coordination, largely through assigned Pinellas Grant Manager.

The Office of Justice Coordination will submit all required programmatic and fiscal reports to OJJDP.

- b) Pinellas County will enter into an agreement with the following parties under this project. The County will be the recipient of the grant and the following parties will be sub-recipients of the sub-award.
- c) In the event sufficient grant or budgeted funds are not available for a new fiscal period, the County will notify the Parties of such occurrence and this agreement shall terminate on the last day of the current fiscal period without penalty or expense to the County.

### *Eckerd Connects (Eckerd)*

Eckerd will:

- Hire, train, and equip Child Safety Family Support Coordinators. The initial budget supports the addition of two coordinators. Eckerd may subcontract these positions to their case management agencies.
- Secure needed services for children as identified through this project by utilizing its Purchase-of-Service System. These services will be in addition to the level of service currently provided to children in dependency cases. New services will not be required to be court ordered for these referrals to be made and will not be limited to services covered by Medicaid.

- Invoice Pinellas County for the services provided with detail to support each request as required by contract.
- Provide data on a quarterly basis to the Project Director pertaining to the number of children receiving Purchase-of-Service (POS) services through grant funding, the number and the types of services being utilized.
- Provide data on a quarterly basis to the Project Director regarding the work of the Child Safety Family Support Coordinators including the number of parent visits enabled, number of parent visits supervised, transports provided and any other services provided to assist targeted children and their families. If these positions are subcontracted, Eckerd shall collect the data by the project deadline.
- Provide data on a quarterly basis to the Project Director regarding child engagement in services through contracted child welfare case management, whether sub-contracted or otherwise.
- Provide data, whether directly or through subcontracted child welfare case management entities, to the Court's DDC Court Program Specialist or the ECC Community Coordinator regarding the reasons for removal for each child entering DDC or ECC.
- Provide data whether directly or through subcontracted child welfare case management entities, to the Court's DDC Court Program Specialist or the ECC Community Coordinator regarding any know sex and/or labor trafficking for each child entering DDC or ECC, whether directly or through subcontracted child welfare case management entities.
- Provide data, whether directly or through subcontracted child welfare case management entities, to the Court's DDC Court Program Specialist or the ECC Community Coordinator regarding new abuse reports filed and re-removals for children currently in the DDC and ECC.
- Attend OAYI steering/planning workgroup meetings and provide input on ways to improve effectiveness of the project.
- Participate in proposed project related training.
- Enter into an agreement with the Pinellas County Government for the provision of project services under the grant.
- Participate in OJJDP approved visits and technical assistance events.

***Westcare Gulfcoast Florida, Inc. (Westcare)***

Westcare will:

- Hire, train, and equip an Opioid Peer Mentor for this project.
- Train the multi-disciplinary DDC and ECC teams regarding the specific effects of opioid abuse on families.
- Provide quarterly data to the Project Director regarding the number of families served by the Opioid Peer Mentor.
- Provide quarterly data to the Project Director regarding parent education participation of DDC parents and the resulting effects.
- Attend OAYI steering/planning workgroup meetings and provide input on ways to improve the effectiveness of the project.
- Participate in proposed project related training.

- Enter into an agreement with the Pinellas County Government for the provision of project services under the grant.
- Participate in OJJDP approved visits and technical assistance events.

### ***Sixth Judicial Circuit - Pinellas***

Sixth Judicial Circuit will:

- Continue to provide problem solving courts in dependency.
- Employ legislatively approved-staff in these courts to assist with implementation of the project, including a Unified Family Court Director.
- Provide its Chief Deputy Court Administrator Michelle Ardabili to manage the OAYI project, facilitate communication between partners, hold periodic grant meetings, coordinate data collection, staff Steering/Planning Workgroup meetings, attend required OJJDP meetings and trainings, and report required data to Pinellas County Government.
- The Project Director will be responsible for all activities in the project's OJJDP-approved work plan and data collection plan.
- Provide judicial leadership for Steering/Planning Workgroup meetings to explore and plan for continued project improvements.
- Continually assess problem solving court policy for effectiveness in implementation using best practice and Florida law to guide policy decisions.
- Participate in proposed project related training.
- Participate in OJJDP approved visits and technical assistance meetings and events.
- Provide all required and necessary information for OJJDP grant reporting.

## 2) Timeline

This MOU is effective on the date that the last of the six parties becomes a signatory. The parties may extend the MOU upon written mutual agreement. This MOU automatically terminates on September 30, 2022 or upon completion of the OJJDP project, whichever occurs earlier, unless the project is extended by OJJDP. A party may withdraw from the MOU after providing written notice to each of the remaining signatories. To the extent possible, the remaining signatories will strive to meet the goals and objectives of the MOU. Upon termination, the withdrawing Party shall return all funds received that are determined by the County to have not been expended for a purpose provided for within the Roles and Responsibilities, Section 2 of this Agreement.

## 3) Miscellaneous

- a) The parties will enter into subsequent agreements as necessary in order to comply with Federal Agency grant requirements including those provided for in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards.

- b) There shall be no modification of this Agreement or of any covenant, condition, or limitation herein contained unless mutually agreed upon by the Parties and incorporated as a written amendment to this Agreement.
- c) It is hereby mutually agreed that the Parties are independent contractors and not employees or agents of each other.
- d) Each Party shall comply with all federal, state, and local laws and ordinances and any rules or regulations adopted thereafter.
- e) The laws of the State of Florida shall govern this Agreement.
- f) The Parties shall neither assign the responsibility of this Agreement to another party nor subcontract for any of the work not previously referenced as part of this Agreement without prior written approval of the other Parties.

4) Adding Parties to the MOU

- a. Additional OAYI grant partners may be added as parties to this MOU by addendum to the agreement outlining the party, the party’s role in the project, and an effective date.
- b. The partner addition request must be in writing from the Sixth Judicial Circuit Court providing detail on the partner’s role.
- c. The addendum may be approved by signatures of the added party and the Director of Human Services in cooperation with the Sixth Judicial Circuit Court.

The Parties agree to be fully responsible for their own acts of negligence, or their respective agents’ acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by either the County or any public body. Nothing herein shall be construed as consent by the County or any public body to be sued by third parties in any manner arising out of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives this 4 day of May, 2020.

~~APPROVED AS TO FORM~~  
APPROVED AS TO FORM **Y**

By: Michael A. Zas  
Office of the County Attorney

**PINELLAS COUNTY, Florida acting  
by and through its County Administrator**

By: Barry A. Burton  
Barry A. Burton, County Administrator  
Date: May 4, 2020

**ATTEST:**

By: \_\_\_\_\_

**Eckerd Connects**

By: Brian Postals  
Title: Executive Director  
Date: 4-27-20

**ATTEST:**

By: \_\_\_\_\_

**Westcare Gulcoast Florida, Inc.**

By: [Signature]

Title: DECOO EAST

Date: 17 Apr 20

**ATTEST:**

By: \_\_\_\_\_

**Sixth Judicial Circuit  
Florida State Courts System**

By: [Signature]

Title: Chief Judge

Date: 3.10.2020