

**SERVICE FUNDING AGREEMENT BETWEEN
PINELLAS COUNTY AND WESTCARE GULFCOAST-FLORIDA, INC., FOR THE
PINELLAS COUNTY FAMILY DEPENDENCY TREATMENT COURT**

THIS AGREEMENT (Agreement), effective retroactively to October 1, 2016, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the “COUNTY” and WESTCARE GULFCOAST-FLORIDA, INC., a Florida not-for-profit corporation whose address is P.O. Box 12019, St, Petersburg, FL 33733-2019, hereinafter called the “AGENCY”.

W I T N E S S E T H:

WHEREAS, the COUNTY desires to implement the Pinellas County Family Dependency Treatment Court (FDTC), as part of the Sixth Judicial Circuit of Florida, with services from WestCare Gulfcoast-Florida, Inc. to enrich and provide substance-abusing parents with support, treatment, and access to services that will protect children, reunite families and expedite permanency.

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 (DOJ), Office of Juvenile Justice and Delinquency Prevention (OJJDP), hereinafter referred to as the Grantor, under the Pinellas County Family Dependency Treatment Court, hereinafter referred to as the Grant; and

WHEREAS, the purpose of this Agreement is to facilitate the administration of federal grant funds and their resultant programs through mutual understanding of the procedures and expectations of each party; and

WHEREAS, pursuant to Federal Super Circular Section 2 C.F.R. § 200.74, the COUNTY is responsible for making a determination as to whether the party receiving the federal program funds, provided by this grant is a subrecipient or contractor; 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 has determined the AGENCY receiving funds under this federal program is a subrecipient; and

WHEREAS, the COUNTY recognizes that the AGENCY responds to critical needs within the community as a licensed substance abuse and/or mental health provider in the County;

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

1. Specific Grant Information

This project shall be undertaken and accomplished in accordance with the terms and conditions specified herein and the Appendices named below, which are attached hereto and by reference incorporated herein: Appendix A contains Grant Application, Appendix B contains the Project Budget, Appendix C contains the Grant Notice of Award, Appendix D contains Grant Funding Conditions, Appendix E contains a Certification Regarding Lobbying; Drug-Free Workplace; and Debarment, Suspension and Other Responsibility Matters as a requirement for submitting application for Grant to Grantor, the COUNTY executed certifications similar to those found in Appendices D and E.

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

- (i) Subrecipient's name: WestCare Gulfcoast-Florida Inc.
- (ii) Subrecipient's Unique Entity Identifier or Data Universal Numbering System (DUNS) number: 038932823
- (iii) Federal Award Identification Number: 2016-DC-BX-0039
- (iv) Federal Award Date: 09/20/16
- (v) Subaward Period of Performance Start and End Date: 10/1/2016 to 09/30/2019

(vi) Amount of Federal Funds Obligated by this Action by the Pass Through-Entity to the Subrecipient: \$149,871.00 year 1; \$171,282.00 year 2; \$171,282.00 year 3; \$492,435.00 total.

(vii) Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation \$791,875.00.

(viii) Total Amount of the Federal Award committed to the Subrecipient by the Pass-Through Entity: \$492,435.00.

(ix) Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act: OJJDP FY2016 Family Dependency Treatment Court Implementation and Enhancement Grant Program

(x) Name of Federal Awarding Agency, Pass-Through Entity, and Contact Information for Awarding Official of the Pass Through Entity:

Federal Awarding Agency: United States Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention

Pass-Through Entity: Pinellas County Board of County Commissioners

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

Pinellas County Justice Coordination
Deborah Berry, Operations Manager
440 Court Street, 2nd Floor
Clearwater, FL 33756

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

CFDA Number (at time of disbursement): 16.585

CFDA Name: Drug Court Discretionary Grant Program

Total Dollar Amount Available Under this Federal Award: \$600,000.00

(xii) Identification of Whether the Award is R&D: Award is not R&D.

(xiii) Indirect Cost Rate for the Federal Award: N/A

2. Scope of Services

- a) AGENCY agrees to provide the services for COUNTY as outlined in the Grant application and Award, as well as any subsequent revisions approved by OJJDP.
- b) AGENCY agrees to provide services, including but not limited to: (1) Clinical supervision, counseling/substance abuse and mental health treatment, drug testing, and case management services; (2) Research services; (3) Medical and Office Supplies and Consumables; (4) Operations Costs; (5) Travel Costs; (6) Indirect/Administrative services; (7) Mentoring services; and (8) Training and Evaluation services.
- c) AGENCY agrees to comply with the terms, conditions and scope of the OJJDP Pinellas Family Dependency Treatment Court Grant Award issued September 20, 2016.

3. Term of Agreement

The services of the AGENCY shall commence or be effective retroactively on October 1, 2016, and the Agreement shall expire September 30, 2019.

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 One Hundred Forty-Nine Thousand Eight Hundred Seventy-One and 00/100 Dollars (\$149,871.00) year one; One Hundred Seventy-One Thousand Two Hundred Eighty-Two and 00/100 Dollars (\$171,282.00) year two and year three, as awarded and pursuant to the Grant requirements from October 1, 2016 to September 30, 2019.

b) All requests for reimbursement payments must be submitted on a monthly basis and shall consist of an invoice for the monthly amount, signed by the authorized AGENCY representative, and shall include all documentation such as the cost of services provided, invoices, receipts or copies of time sheets or pay stubs which verify the services for which reimbursement is sought. The COUNTY shall not reimburse the AGENCY for any expenditures in excess of the amount budgeted without prior approval or notification.

c) AGENCY shall submit within fifteen (15) working days after month's end, detailed documentation and an invoice, as described in section 4(b) of this Agreement that certifies services have been completed to:

Nicholas Bridenback, Program Manager
Pinellas County Adult Drug Court
14250 49th Street North
Clearwater, FL 33762

d) The COUNTY shall reimburse to the AGENCY in accordance with 2 C.F.R. § 200.305(b) 3, 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.

e) The COUNTY'S obligation to pay under this Agreement is contingent upon an annual 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 provide the COUNTY with all information and data necessary to comply with the Grant programmatic reporting requirements. 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 fifteen (15) days following the end of the reporting period. Where no activity has occurred within the preceding period, the AGENCY shall provide a written explanation for non-activity during the reporting period. The report formats shall be prescribed and provided by the COUNTY.

6. Monitoring

AGENCY will work with 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 other 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 funders.

e) 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. Federal 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 will be made in compliance with grant requirements.

c. The AGENCY will maintain documentation as necessary to demonstrate compliance with required federal guidelines and will make documentation available upon request and during monitoring visits.

d. The AGENCY will participate in monitoring of grant funded activities as determined necessary for compliance under federal award 2016-DC-BX-0039.

e. If, in the COUNTY'S sole discretion, AGENCY has a history of failure to comply with the general or specific terms and conditions of the Federal award, or fails to meet expected performance goals or is not otherwise responsible, the COUNTY may impose additional award conditions pursuant to 2 C.F.R. § 200.207 (Specific Conditions).

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 or

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) The COUNTY and the Grantor may only terminate this agreement in accordance with 2 C.F.R. § 200.339 (Termination).

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 1.

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. (See Attachment 2.)

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 3, 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 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 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

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.

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:

1. The AGENCY shall not sell said property within one year of purchase unless express permission is obtained from the COUNTY in writing;
2. The AGENCY shall use said property for the purposes of the program herein, or for similar purposes;
3. 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

4. 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

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:

Monica Davis-Griffin, Justice Programs Analyst
Pinellas County Justice Coordination
440 Court Street, 2nd Floor
Clearwater, Florida 33756
mdavisgriffin@pinellascounty.org
Phone: (727) 453-7441

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

Ronda Lieberman, Regional Accountant
WestCare GulfCoast-Florida, Inc.
P.O. Box 12019
St. Petersburg, FL 33733-2019

SIGNATURE PAGE FOLLOWS

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

ATTEST:

Della Klug

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


 

By: Mark S. Woodard
County Administrator

Date: January 12, 2017

ATTEST:

WESTCARE
GULFCOAST-FLORIDA, INC.

By: 
Printed Name: James A. Dadds

Title: Area Director

Date: 1/3/17

APPROVED AS TO FORM

By: 

Office of the County Attorney
Senior Assistant County Attorney