

HUMAN SERVICES FUNDING AGREEMENT

Legistar ID Number: 20-1371D

THIS AGREEMENT (Agreement), effective upon the date last entered below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**COUNTY**," and **Dr. Kathleen A. Moore**, an independent contractor, whose address is 808 Franklin Street #1104 Tampa, Florida 33602 , hereinafter called the "**CONTRACTOR**."

WITNESSETH:

WHEREAS, there is a continuing community need to provide local community mental health and substance abuse treatment services within Pinellas; and

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

WHEREAS, the health and well-being of Pinellas County residents are critical for a prosperous and sustainable community; 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 Adult Drug Court and Veterans Treatment Court Discretionary 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** recognizes that the **CONTRACTOR** is providing an essential service to support grant related efforts and outcomes;

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

1. Recitals

The above “WHEREAS” clauses are incorporated into and are made a part of this Agreement.

2. Scope of Services.

CONTRACTOR agrees to provide the independent evaluation component of the program as outlined in the grant application and budget.

3. Term of Agreement.

The services of the **CONTRACTOR** shall commence on October 1, 2020 and the agreement shall expire on September 30, 2023. Parties reserve the right to renew this agreement 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.

4. Compensation.

a. The **COUNTY** agrees to pay the **CONTRACTOR** an amount not to exceed Forty-Four Thousand Eight Hundred Five Dollars and Sixty Cents (\$44,805.60) for the services described in Section 2 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 the **CONTRACTOR** or an authorized representative, and accompanied by documentation including the cost of services provided, invoices, receipts, and/or copies of time slips or pay stubs which verify the services for which reimbursement is sought, as applicable and required by **COUNTY**. 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 **CONTRACTOR** 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.

c. The **COUNTY** shall reimburse to the **CONTRACTOR** 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**.

f. **CONTRACTOR** shall track program income generated from services provided under this Agreement and provide a report on program income to the **COUNTY** with each invoice submission. **CONTRACTOR** shall reinvest the program income into the program as approved by the **COUNTY** and/or deduct the program income from reimbursement requests. **CONTRACTOR** shall provide **COUNTY** with program income policy as applicable.

5. Monitoring.

a. **CONTRACTOR** will comply with **COUNTY** and departmental policies and procedures.

b. **CONTRACTOR** 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. **CONTRACTOR** will submit other reports and information in such formats and at

such times as may be prescribed by the **COUNTY**.

d. **CONTRACTOR** 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 **CONTRACTOR** receives accreditation reviews, each accreditation review will be submitted to the **COUNTY** after receipt by **CONTRACTOR**.

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. Documentation.

The **CONTRACTOR** shall maintain and provide the following documents upon request by the **COUNTY** within three (3) business days of receiving the request, as applicable:

- 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. IRS Status Certification/501 (c) (3)
- k. Current job descriptions for staff positions
- l. Match documentation

7. Special Situations.

CONTRACTOR 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. Circumstances or events may include, but are not limited to, those resulting in injury, media coverage or public reaction that may have an impact on the **CONTRACTOR**'s or **COUNTY**'s ability to protect and serve its participants, or other significant effect on the **CONTRACTOR** or **COUNTY**. Circumstances or events shall be reported to the designated **COUNTY** contact in the form prescribed by the **COUNTY**.

8. 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 or operational 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.)

9. Termination.

- a. If the **CONTRACTOR** fails to fulfill or abide by any of the provisions of this

Agreement, **CONTRACTOR** shall be considered in material breach of the Agreement. Where the **COUNTY** determines that a material breach can be corrected, **CONTRACTOR** shall be given thirty (30) days to cure said breach. If **CONTRACTOR** fails to cure, or if the breach is of the nature that the **COUNTY** has determined cannot be corrected, or that the harm caused cannot be undone, **COUNTY** may immediately terminate this Agreement, with cause, upon notice in writing to the **CONTRACTOR**.

b. In the event the **CONTRACTOR** uses any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, the **CONTRACTOR** shall repay such amount and, at the option of the **COUNTY**, 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 **CONTRACTOR** 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**.

10. 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 **CONTRACTOR** 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 **CONTRACTOR** 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.

11. 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.

12. Indemnification.

The **CONTRACTOR** 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**.

13. Insurance.

The **CONTRACTOR** shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment 2, and provide a Certificate of Insurance to the **COUNTY**. The insurance requirements shall remain in effect throughout the term of this Agreement.

14. Public Entities Crimes.

The **CONTRACTOR** is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to the **COUNTY** that the **CONTRACTOR** 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 **CONTRACTOR** represents and certifies that the **CONTRACTOR** is and will at all times remain eligible for and perform the services subject to the requirements of these, and other applicable, laws. The **CONTRACTOR** agrees that any contract awarded to the **CONTRACTOR** will be subject to termination by the **COUNTY** if the **CONTRACTOR** fails to comply or to maintain such compliance.

15. Business Practices.

- a. The **CONTRACTOR** 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 **CONTRACTOR** shall retain all records (programmatic, property, personnel, and financial) relating to this Agreement for three (3) years after final payment is made.
- c. All **CONTRACTOR** records relating to this Agreement shall be subject to audit by the **COUNTY** and the **CONTRACTOR** shall provide an independent audit to the **COUNTY**, if so requested by the **COUNTY**.

16. Public Records.

The **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR** policies, including but not

limited to the Section 119.0701, Florida Statutes. Specifically, section 119.0701 requires **CONTRACTOR** perform the following:

- a. Keep and maintain public records required by the **COUNTY** to perform the service.
- b. 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.
- c. 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 **CONTRACTOR** does not transfer the records to the **COUNTY**.
- d. Upon completion of the contract, transfer, at no cost to the **COUNTY**, all public records in possession of the **CONTRACTOR** 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 **CONTRACTOR** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **CONTRACTOR** keeps and maintains public records upon completion of the contract, the **CONTRACTOR** 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 **CONTRACTOR** HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE **CONTRACTOR**'S DUTY TO PROVIDE

PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Public Records Liaison
440 Court St., 2nd Floor
Clearwater, FL 33756
astanton@pinellascounty.org
(727) 464-8437

17. Nondiscrimination.

a. The **CONTRACTOR** 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, marital status, or sexual orientation.

b. The **CONTRACTOR** shall not 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. The **CONTRACTOR** 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 **CONTRACTOR**.

18. Conflicts of Interest.

a. 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.

b. The **CONTRACTOR** 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 **CONTRACTOR** is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the **CONTRACTOR** may identify the prospective business association, interest or circumstance, the nature of work that the **CONTRACTOR** 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 **CONTRACTOR**. The **COUNTY** agrees to notify the **CONTRACTOR** of its opinion within (10) calendar days of receipt of notification by the **CONTRACTOR**, which shall be binding on the **CONTRACTOR**.

19. Independent Contractor.

It is expressly understood and agreed by the parties that **CONTRACTOR** 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 **CONTRACTOR**.

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 **CONTRACTOR** agrees to make all reasonable efforts to obtain funding from additional sources wherever said **CONTRACTOR** 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 **CONTRACTOR** 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 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, 2nd Floor
Clearwater, Florida 33756


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

Dr. Kathleen A. Moore
808 Franklin St #1104
Tampa FL 33602
813-394-4900

SIGNATURE PAGE FOLLOWS

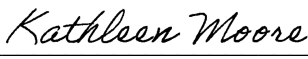
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year written below.

PINELLAS COUNTY, FLORIDA, by and through its County Administrator

By: 
Barry A. Burton

Date: January 8, 2021

Kathleen A. Moore PhD

By: 

Research Professor

Title

Date: January 4, 2021

APPROVED AS TO FORM

By: 
Office of the County Attorney