

HUMAN SERVICES SUBRECIPIENT FUNDING AGREEMENT

FY25 Adult Drug Court (ADC) Neurotrauma Treatment Court - Inspire

Legistar ID Number: 24-2185A

THIS AGREEMENT (Agreement) is 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 **WESTCARE GULFCOAST-FLORIDA, INC.**, whose address is 1735 Martin Luther King Jr. Street South, St. Petersburg, FL 33705, hereinafter called the "**AGENCY**."

WITNESSETH:

WHEREAS, there is a continuing community need to provide for local community mental health and substance abuse treatment services 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 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 Substance Abuse and Mental Health Services Administration (SAMHSA) under Substance Abuse and Mental Health Service Projects of Regional and National Significance, hereinafter referred to as "the grant"; and

WHEREAS, pursuant to Federal Super Circular Section 2 C.F.R. § 200.330 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; and

**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. 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 the Grant Application, Appendix B contains the Grant Notice of Award, and Appendix C contains standard Grant Funding Conditions for Federal Awards. The **AGENCY** is responsible for ensuring operations funded through the Grant are in compliance with all relevant Grant certifications and requirements.

2 C.F.R. § 200.332(b)(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. § 200.332(b)(1), follows:

- (i) Subrecipient’s name: **WestCare GulfCoast-Florida. Inc.**
- (ii) Subrecipient’s Unique Entity Identifier: **HNG6XDT1MNL5**
- (iii) Federal Award Identification Number: **H79TI087284**
- (iv) Federal Award Date: **8/28/2024**
- (v) Subaward Period of Performance Start and End Date: **9/30/2024 to 9/29/2029**

(vi) Subaward Budget Period Start and End date: **9/30/2024 to 9/29/2029**

(vii) Amount of Federal Funds Obligated in the subaward: **\$309,403.00 per year;**  
**\$1,547,015.00 total**

(viii) Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation: **\$4,140,974.00**

(ix) Total Amount of the Federal Award: **\$400,000.00 per year; \$2,000,000.00**

(x) Federal Award Project Description, as Required to be Responsive to the Federal Funding Accountability and Transparency Act: **Pinellas County Adult Drug Court Expansion**

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

Federal Awarding Agency:

**Substance Abuse and Mental Health Services Administration (SAMHSA)**

Pass-Through Entity:

**Pinellas County Board of County Commissioners**

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

**Karen Yatchum, Pinellas County Human Services**

**440 Court Street, 2<sup>nd</sup> Floor**

**Clearwater, FL 33756**

**[grantsCOE@pinellas.gov](mailto:grantsCOE@pinellas.gov)**

(xii) Assistance Listings title and number; 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): **93.243**

CFDA Name: **Substance Abuse and Mental Health Service Projects of Regional and National Significance**

Total Dollar Amount Available Under this Federal Award: **\$400,000.00 per year; \$24,400,000.00 total**

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

(xv) Indirect Cost Rate for the Federal Award: **24%**

### **3. Scope of Services**

**AGENCY** shall provide services as described in Appendix A, the grant application, attached hereto and incorporated by reference herein.

- a. The **AGENCY** is responsible for adhering to the program scope and ensuring timely reporting of critical information, including but not limited to client attendance and engagement. Specifically, the agency must notify the Court Project Director, judge, or court within 24 hours of a client's third missed appointment.
- b. **AGENCY** shall employ staff as follows, consistent with the Appendices attached hereto:
  - i. Program Manager (1 Full Time Equivalent (FTE)): The Program Manager oversees all aspects of the program and its implementation, including training and contract compliance. The Program Manager is responsible for ensuring staff is adhering to Drug Court procedures, supervising staff, serving as the **AGENCY**'s program contact, and assists with preparing the biannual reports and continuation applications. The **AGENCY** is responsible for adhering to the program scope and ensuring timely reporting of critical information, including but not limited to client

attendance and engagement. Specifically, the **AGENCY** must notify the designated court contact within 24 hours of a client's third missed appointment.

- ii. Counselor (1 FTE): The Substance Use Disorder (SUD) Counselor will be responsible for providing comprehensive counseling services to individuals participating in the program. The SUD Counselor will work closely with the clients who are involved in the criminal justice system due to substance abuse issues, aiming to facilitate their recovery journey and successful reintegration into society. The SUD Counselor's responsibilities will include but are not limited to conducting assessments, developing treatment plans, delivering individual and group counseling sessions, and collaborating with a multidisciplinary team of professionals, including judges, probation officers, attorneys, and the treatment team.
- iii. Mental Health Counselor (1 FTE): The Mental Health Counselor will be responsible for providing comprehensive mental health assessments, individual and group counseling sessions, and treatment planning tailored to meet the unique needs of program participants. The Mental Health Counselor responsibilities include but are not limited to collaborating with multidisciplinary teams comprising probation officers, attorneys, social workers, and other stakeholders to ensure holistic support and adherence to program requirements.
- iv. Peer Support Specialist (1 FTE): The Peer Support Specialist assists individuals with substance abuse and/or mental health diagnoses. Assists

in developing skills and competencies needed to successfully build a personal support network and to live and work competitively in the community. The role of the Peer Support Specialist is to provide recovery support, consumer education, consumer intervention, and consumer advocacy. The Peer Support Specialist also provides the consumer perspective on recovery and empowers the consumer.

- c. **AGENCY** shall provide evaluation services as described in the Grant Application and requested by SAMHSA as follows:
  - i. Research Assistant (1 FTE): The Research Assistant is a member of the *Evaluation Team*. The Research Assistant is responsible for collecting all data for data entry into the local evaluation and SPARS databases, for conducting focus groups (as needed), and conducting basic statistical analyses. The Research Assistant assists staff with data files, maintenance of hard copy forms and instruments, and orientates staff to completion of forms. (10 months in year 1).
- d. In order to best meet the needs of clients supported by this program, the services provided under this Agreement may be adjusted from time to time, as approved and/or required by SAMHSA. Budget or operational modifications that do not result in an increase of funding, change the underlying public purpose of this Agreement or otherwise amend the terms of this Agreement shall be submitted in the format prescribed and provided by the **COUNTY** as stated in Section 28 of this Agreement.

**4. Term of Agreement**

- a. This Agreement shall become effective upon execution by both parties and shall expire on September 29, 2029. The parties reserve the right to extend this agreement in line with term extension awarded by SAMHSA. Services provided by AGENCY beginning October 1, 2024, shall be reimbursable under this Agreement.

**5. Compensation**

a. The COUNTY agrees to pay the **AGENCY** an amount not to exceed **\$309,403.00** per fiscal year for the services described in Section 2 of this Agreement.

b. All requests for reimbursement payments shall consist of an invoice for the monthly amount 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, signed by an authorized **AGENCY** representative.

c. Invoices shall be sent electronically to the Court Designee on a monthly basis within thirty (30) calendar days of the end of the month. In accordance with 2 C.F.R. § 200.415, subrecipients under the Federal Award must certify to the pass-through entity whenever applying for funds, requesting payment and submitting financial reports: *“I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.”* The **COUNTY** shall not reimburse the **AGENCY** for any expenditures in excess of the amount budgeted without prior approval or notification. To meet fiscal year deadlines, County fiscal year-end (September-Fourth Quarter) invoicing due dates may be

shortened as necessary to meet fiscal year deadlines or grant requirements and/or as mutually agreed by the Parties.

d. The **AGENCY** shall provide services throughout the full term of this agreement unless services are part of a pre-approved seasonal or time-limited program. In the event the **AGENCY** is unable to provide services and/or draw down funding per this Agreement for two (2) or more consecutive months, the **COUNTY**, in its sole discretion, may reduce the total award by a prorated amount based upon the amount of time the services have lapsed.

e. The **COUNTY** shall reimburse the **AGENCY** in accordance with the Local Government Prompt Payment Act and 2 CFR 200.305(b) (3), upon the **COUNTY**'s receipt of a proper invoice including required documentation. When the required documentation and/or reports are incomplete or untimely, the **COUNTY** may withhold payment for unvalidated amount and short pay the undisputed payment amount until such time as the **COUNTY** accepts the remedied documentation and/or reports.

f. Travel reimbursement expenses shall be reimbursed in alignment with **COUNTY** travel policy guidelines unless the **AGENCY** travel policy reimburses at a lower rate. If the **AGENCY** travel policy is at a lower rate, reimbursement will be based on the lower rate. The **AGENCY** shall submit a copy of travel policy within thirty (30) calendar days of this Agreement and within any subsequent revisions during the term of this Agreement.

g. 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**.

h. Pursuant to 2 C.F.R § 200.307, Program Generated Income (PGI) resulting from services provided under this Agreement must be used for the original purpose of the Federal award



Program income earned during the period of performance may only be used for costs incurred during the period of performance or allowable closeout costs. Program income must be expended prior to requesting additional Federal funds. The **AGENCY** 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. The **AGENCY** shall reinvest the program income into the program as approved by the **COUNTY**. The **AGENCY** shall maintain records of reinvestment. The **AGENCY** shall provide the **COUNTY** with PGI policies, reinvestment documentation, and fee schedules, as requested.

**6. Data Collection and Performance Measures**

**a.** The **AGENCY** agrees to submit monthly program data reports to the **COUNTY**, consistent with the data elements, collection standards, and performance measures found in the data collection tool provided by SAMHSA. The **COUNTY** reserves the right to modify these data elements, performance measures, or reports as necessary to ensure that the overall programmatic purpose is demonstrated, quantified, and achieved. The report formats shall be prescribed and provided by the **COUNTY**.

**i.** The **AGENCY** shall collect and report data in SAMHSA's Performance and Reporting System (SPARS) using the uniform data collection tool provided by SAMHSA. Information will be collected pertaining to program participants and services provided. SAMHSA requires data to be collected at three (3) points: intake to SAMHSA-funded services, 6 months post intake, and discharge from the SAMHSA-funded service.

**b.** Program data shall be submitted to the **COUNTY** no later than thirty (30) calendar days following the end of the month. Data submission deadlines may be adjusted to meet Grant

requirements. Where no activity has occurred within the preceding period, the **AGENCY** shall provide a written explanation for non-activity, and no payments will be due and/or reimbursed.

**7. Confidential Information and HIPAA**

**a.** The **AGENCY** and **COUNTY** must follow all laws regarding confidentiality of information including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

**b.** The **AGENCY** must take reasonable measures to safeguard protected personally identifiable information (PII), and other information the **COUNTY** designates as sensitive, or the **COUNTY** considers sensitive consistent with other applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

**c.** The **AGENCY** shall not inappropriately use or disclose any information which specifically identifies a recipient of services provided under this Agreement and shall adopt appropriate procedures for employees' handling of confidential data.

**d.** This does not include PII that is required by law to be disclosed, including under Florida Public Records as described in Section 23 of this Agreement.

**e.** The **AGENCY** understands and agrees that the **COUNTY**, through its Human Services Department is a Covered Entity as defined by HIPAA and 45 CFR 160.103.

**f.** **AGENCY** is a HIPAA Covered Entity in addition to serving as a Business Associate of the **COUNTY**, and 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 CFR 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 the **AGENCY** shall disclose any policies, rules or regulations enforcing these provisions upon request.

**g.** **AGENCY** agrees to sign a Business Associate Agreement and shall develop Data Sharing Agreements and/or Business Associate Agreements with partnering healthcare providers, as necessary, to facilitate the exchange of health information and coordinate client care.

**h.** **AGENCY** shall ensure that clients complete releases of information (ROI) upon client admission and no less than annually to facilitate care coordination. **AGENCY** shall use and promote the use of a standard, community-wide Patient Authorization for Disclosure of Health Information - Multiparty Release of Information Form, upon request. The release covers general medical as well as Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), psychiatric, psychological, substance abuse information from medical record(s) in accordance with Florida Statutes 394.459, 381.004, 395.3025, and 90.503; 42 CFR, Part 2; and HIPAA 45 CFR parts 160 and 164.

**8. Optimal Data Set (ODS)**

**a.** In 2019, the **COUNTY** initiated a review of the behavioral health system of care. Community stakeholders convened to develop an optimal data set (ODS) to assist in identifying gaps and challenges and to support system planning and decision making. In support of the ODS and optimizing the behavioral health system of care in Pinellas County, the **AGENCY** agrees to work with the **COUNTY** to report on ODS data elements such as those provided in the sample Provider ODS Tracking Tool attached and incorporated herein as Attachment 3.

**b.** Reportable data elements established in a fully executed Provider ODS Tracking Tool are required to be submitted monthly in an electronic format to the **COUNTY** within thirty (30) days of the end of the month. The data elements are subject to change, in collaboration with

**AGENCY**, as additional ODS elements and key performance indicators are developed in support of the system of care. Subsequent Provider ODS Tracking Tool forms will be used to capture mutually agreed upon updates and changes without the need to further amend the original Agreement.

c. **AGENCY** agrees to actively participate in the ongoing development and updating of the ODS, key performance indicators, dashboard and data reviews, and behavioral health system improvement discussions.

## **9. Data Collaborative**

In the fall of 1999, the Pinellas County Data Collaborative was established pursuant to Chapter 163.62 Florida Statute, which allows governmental and certain private agencies to share information. As a recipient of governmental funding, the **AGENCY** agrees to participate in efforts to support the data collaborative, share data and allow for data submitted under this agreement to be shared with the data collaborative, and provide additional program and other information in an electronic format to the **COUNTY** for the sole purpose of data collection, research, and policy development. The **AGENCY** may also be required to execute a Data Sharing Agreement to facilitate information sharing.

## **10. Emergency, Disaster, or Critical Event Response**

Community partners are critical to effective community response in a disaster. The **AGENCY** must effectively prepare their organization for continuity of services as necessary prior, during, and post-disaster. The **COUNTY** reserves the right to request services under this agreement be temporarily adjusted during an emergency to respond to community needs as agreed upon by the Parties.

a. The **AGENCY** shall maintain, and review annually, a Continuity of Operations

Plan/Disaster Response Plan (COOP) and submit a copy within thirty (30) calendar days of execution of this Agreement and upon review and/or revision. Should the **AGENCY** not have a COOP at the time of execution of this Agreement, the **AGENCY** shall develop and submit a COOP to the **COUNTY** within 180 calendar days of the effective date of this Agreement and within thirty (30) calendar days of any subsequent review and/or revisions during the term of this agreement.

b. The **COUNTY** agrees to continue funding this Agreement for a period of at least sixty (60) days following an initial State of Emergency declaration for Pinellas County by the State of Florida or by the Board of County Commissioners, provided the program addresses needs for disaster response and recovery efforts as directed by the **COUNTY**, unless otherwise indicated by a superseding authority such as state or federal government or licensing body. This period may be extended within the current contract period at the discretion of the Human Services Director.

c. If the **AGENCY** is unwilling to perform duties as described in this Section, payments may be withheld at the direction of the Director of Human Services until operations continue.

d. The **AGENCY** will track and maintain detailed operational records when activated.

## **11. Personnel**

a. Qualified Personnel. The **AGENCY** agrees that each person performing Services in connection with this Agreement shall have the required licensure and qualifications and shall fulfill the requirements set forth in this Agreement, as applicable. The **AGENCY** shall maintain such documentation on file for audit by the **COUNTY** during the term of this agreement and for a period of at least five (5) years after final payment is made.

**b.** Prior to commencing Services pursuant to the Agreement, the **AGENCY** shall provide the names and qualifications of the **AGENCY** personnel funded through this Agreement or directly operating or overseeing services or programs funded through this Agreement and direct supervisors of such personnel.

**c.** The **AGENCY** shall, at its earliest opportunity and in no event later than three (3) business days following a change, submit written notification by email to the **COUNTY** if any of the following positions are to be changed and identify the individual and qualifications of the successor or plan to recruit a successor:

- i.** Chief Executive Officer (CEO)
- ii.** Chief Operations Officer (COO)
- iii.** Chief Financial Officer (CFO)
- iv.** Chief Information Technology Officer (CITO) or
- v.** Any other equivalent position within the **AGENCY**'s Organizational chart.
- vi.** Integral personnel funded through this Agreement or directly operating or overseeing services or programs funded through this Agreement, direct supervisors of such personnel, and those serving as match for this Agreement.

**d.** The **COUNTY**, on a reasonable basis, shall have the right to request the removal and replacement of any of the **AGENCY** personnel performing Services under this Agreement, at any time during the term of the Agreement. The **COUNTY** will notify the **AGENCY** in writing in the event the **COUNTY** requests such action. The **AGENCY** shall consider the basis of any such **COUNTY** request and advise the **COUNTY** of the **AGENCY**'s agreement or disagreement

with the request, and the basis therefor, promptly after receipt of any such request from the **COUNTY**. In situations where individual **AGENCY** personnel are prohibited by applicable law from providing Services outlined in this agreement, removal and replacement of such **AGENCY** personnel shall be mandatory and immediate.

## **12. E-VERIFY**

**a.** The **AGENCY** must register with and use the E-Verify system in accordance with Florida Statute 448.095. The **AGENCY** shall submit an affidavit of compliance with this section at the start of this agreement.

**b.** If the **AGENCY** enters into a contract with a Subcontractor, the Subcontractor must provide the **AGENCY** with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

**c.** If the **COUNTY**, **AGENCY**, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1), the party shall immediately terminate the contract with the person or entity.

**d.** If the **COUNTY** has a good faith belief that a Subcontractor knowingly violated this provision, but the **AGENCY** otherwise complied with this provision, the **COUNTY** will notify the **AGENCY** and order that the **AGENCY** immediately terminate the contract with the Subcontractor.

**e.** A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. The **AGENCY** acknowledges upon termination of this agreement by the **COUNTY** for violation of this section by the **AGENCY**, the

**AGENCY** may not be awarded a public contract for at least one (1) year. The **AGENCY** acknowledges that the **AGENCY** is liable for any additional costs incurred by the **COUNTY** as a result of termination of any contract for a violation of this section.

f. The **AGENCY** shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. **AGENCY** shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

### **13. Special Situations and Critical Incidents**

The **AGENCY** agrees to inform the **COUNTY** within one (1) business day of knowledge of any circumstances or events which may reasonably be considered to jeopardize the **AGENCY's** capability to continue to meet its obligations under the terms of this Agreement (Critical Incidents). Critical incidents may include, but are not limited to, those resulting in injury, media coverage, investigation/lawsuit, breach of information, 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**. The **AGENCY** shall report critical incidents electronically to the **COUNTY** at [HSContracts@pinellas.gov](mailto:HSContracts@pinellas.gov) and the Contract Manager. The **AGENCY** may use an **AGENCY** Incident Reporting form or the **COUNTY** Critical Incident Report Form, however, all submissions shall include full details and disposition of the incident, excluding personally identifying information of involved parties.

### **14. 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.

**c.** The **AGENCY** is responsible for monitoring subcontracts and documentation of such subcontract monitoring shall be submitted to the **COUNTY** within thirty (30) calendar days following the completion of monitoring activities.

**15. 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.

**16. 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 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 the **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; or for any violation of requirements of the Americans

with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the “ADA”) except when such injury, damage, or violation was caused by the sole negligence of the **COUNTY**.

**17. Insurance**

The **AGENCY** shall comply with the insurance requirements set out in Attachment 1, attached hereto and incorporated herein by reference.

**18. Public Entities Crimes**

The **AGENCY** is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to the **COUNTY** that **AGENCY** is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

**19. Business Practices and Documentation**

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 annually provide a copy of the **AGENCY’s** most recent completed financial audit and management letter to the **COUNTY** within thirty (30) calendars days of completion, not to exceed nine months from the **AGENCY’s** fiscal year-end. A copy of the **AGENCY’s** 990 shall be accepted in lieu of the audit in the event a financial audit is not required for the **AGENCY**.

c. The **AGENCY** shall maintain and provide the following documents to the **COUNTY** within thirty (30) calendar days of the execution of this Agreement, annually thereafter, and within thirty (30) calendar days of revision throughout the term of this Agreement.

- i. Membership list of governing board including mailing address, email addressed and phone number for Board Chair,
- ii. All legally required licenses,
- iii. Certificate(s) of Insurance, consistent with Section 17 and Attachment 1,
- iv. Current job descriptions for program staff positions and **AGENCY** Organizational Chart,
- v. **AGENCY** licenses,
- vi. Accreditations, and
- vii. Match documentation, as applicable.

d. The **AGENCY** shall maintain and provide the following documents within thirty (30) calendar days of the execution of this Agreement, and upon request by the **COUNTY** thereafter.

- i. W-9,
- ii. Articles of Incorporation,
- iii. IRS Status Certification/501 (c)(3) status, if applicable,
- iv. **AGENCY** By-Laws including legal signing authority, Equal Employment Opportunity Policies,
- v. Asset Management Policy and Procedures,
- vi. Internal Control Questionnaire and corresponding documents including but not limited to Financial Policies and Procedures, Conflict of Interest Policies,

Records Retention policies, Procurement Policies, Program Fee and or Program Income Policies, Equipment Management Policy, and/or a Federally Approved Indirect Cost Rate Agreement,

- vii.** Conflict of Interest Policy
- viii.** E-Verify Attestation and Registration, consistent with Section 12.
- ix.** Human Trafficking Attestation

**22. Monitoring and Audit**

**a.** The **AGENCY** will comply with **COUNTY** and departmental policies and procedures including, but not limited to contract monitoring and performance improvement.

**b.** The **AGENCY** will cooperate in monitoring site visits including, but not limited to, access to sites, staff, fiscal and client records as well as programmatic documents. The **AGENCY** shall provide related information at any reasonable time.

**c.** The **AGENCY** will submit other reports and information in such formats and at such times as may be prescribed by the **COUNTY**.

**d.** The **AGENCY** shall submit monitoring or site visit reports for 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 within ten (10) days of the **AGENCY's** receipt of the monitoring report.

**e.** If the **AGENCY** receives licensing and accreditation reviews, each review shall be submitted to the **COUNTY** within ten (10) days of receipt by the **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**.

**g.** The **AGENCY** shall retain all records relating to this Agreement for a period of at least five (5) years after completion of the grant project. Completion occurs when all reporting requirements are satisfied and final payments have been made or received. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, the **COUNTY** reserves the right to examine and/or audit such records.

### **23. 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 the **AGENCY** 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 deemed exempt and/or confidential are exempted 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**.

d. Should the **AGENCY** receive a public records request for records pertaining to the **COUNTY**, or services funded by the **COUNTY**, the **AGENCY** shall provide notification to the **COUNTY** within two (2) business days of the date of the records request. This notification is for information purposes only and shall not delay the **AGENCY** response to the public records request.

e. 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

HSContracts@pinellas.gov

(727) 464-8445

**24. Nondiscrimination**

**a.** Pursuant to Section 2.02(e) of the Pinellas County Code Protection of human rights, the **COUNTY** shall establish provisions, pursuant to state and federal law, for protection of human rights from discrimination based upon religion, political affiliation, race, color, age, sex, or national origin by providing and ensuring equal rights and opportunities for all people of Pinellas County.

**b.** 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, marital status, or sexual orientation.

**c.** The **AGENCY** 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.

**d.** 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.

**e.** 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**.

**25. 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 **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 ten (10) calendar days of receipt of notification by the **AGENCY**, which shall be binding on the **AGENCY**.



**26. Independent Contractor**

It is expressly understood and agreed by the parties that the **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 the **COUNTY** to the employees, agents, or servants of the **AGENCY**.

**27. 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**, in advance of a commitment of **COUNTY** funds as match.

**28. Amendment/Modification**

In addition to applicable federal, state and local statutes and regulations, this Agreement expresses the entire understanding of the parties concerning the matters covered herein. Unless specifically indicated 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 underlying public purpose of this Agreement or otherwise amend the terms of this Agreement

shall be approved by the Human Services Director and submitted in the format prescribed and provided by the **COUNTY**, which is attached hereto and incorporated herein as Attachment 2.

**29. Agreement Management and Notice**

All notices and other communications referred to and required herein must either be given by US Postal Service mail or email, unless otherwise specified herein, to the parties as shown below. The effective date of any notice sent via US mail shall be the date it is deposited in the mail, postage prepaid, certified or registered, return receipt requested, or if email, the date sent to the email address set forth below. Each party must advise the other parties of any status change concerning this Notice section.

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

Tristian Byrne	Program Lead	<a href="mailto:tbyrne@pinellas.gov">tbyrne@pinellas.gov</a>
Amy Carlin	Grant Manager	<a href="mailto:acarlin@pinellas.gov">acarlin@pinellas.gov</a>
Lisa Carrillo	Grants Section Manager	<a href="mailto:lcarrillo@pinellas.gov">lcarrillo@pinellas.gov</a>
Sara Gordils	Contracts Section Manager	<a href="mailto:sgordils@pinellas.gov">sgordils@pinellas.gov</a>

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

**Steve Blank, Regional Vice President**

WestCare GulfCoast-Florida, Inc.

1735 Martin Luther King Jr. Street, South St. Petersburg, FL 33705

727-291-3017

**30. Termination**

**a.** Either party may cancel this Agreement without cause by giving ninety (90) days prior notice to the other party in writing of the intention to cancel.

**b.** Failure of the **AGENCY** to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement. Where the **COUNTY** determines that a material breach can be corrected, the **AGENCY** shall be given no less than thirty (30) calendar days to cure said breach. If the **AGENCY** 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, the **COUNTY** may immediately terminate this Agreement, with cause, upon notice in writing to the **AGENCY**.

**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 the **AGENCY** uses any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, the **AGENCY** 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.

**31. Governing Law**

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

**32. Conformity to the Law**

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

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

This Agreement supersedes any prior Agreements between the Parties and is the sole basis for agreement between the Parties in regard to this matter. 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.

SIGNATURE PAGE FOLLOWS

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

**APPROVED AS TO FORM**

By: Cody J. Ward  
Office of the County Attorney



ATTEST: KEN BURKE, CLERK

By: [Signature]

PINELLAS COUNTY, FLORIDA, by and  
Through its Board of County Commissioners

By: [Signature]  
Brian Scott, Chair

Date: April 22, 2025

WESTCARE GULFCOAST-FLORIDA, INC.

By: [Signature]  
Danny Blanco, COO

Executed pursuant to authority under  
Resolution WCGC 2025-01

Date: 3/24, 2025