

**SERVICE FUNDING AGREEMENT BETWEEN
PINELLAS COUNTY AND WESTCARE GULFCOAST-FLORIDA, INC.
FOR THE ELEVATE PROGRAM**

THIS AGREEMENT, is entered into this ____ day of _____, 2015, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as “COUNTY” and WESTCARE GULFCOAST-FLORIDA, INC., a Florida non-profit corporation, hereinafter referred to as “AGENCY”.

W I T N E S S E T H:

WHEREAS, COUNTY has received a joint grant award, hereinafter referred to as the “Grant”, through the Bureau of Justice Assistance (BJA), and the Substance Abuse and Mental Health Services Administration (SAMHSA), to execute Pinellas County Elevate: Raising Problem Solving to Another Level, which is an enhancement to the Adult Drug Court; and

WHEREAS, COUNTY, as the grant recipient, finds it necessary to provide for external administration of grant activities, expenditures, financial accounting, and reporting in accordance with grant requirements; 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, the AGENCY provides services consistent with the requirements of the federal grant funds in an efficient manner; and

WHEREAS, provision of these services shall provide a distinct benefit to the citizens of the COUNTY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between COUNTY and AGENCY as follows:

1. SCOPE OF SERVICES:

a. AGENCY agrees to comply with the terms, conditions and scope of the Pinellas County Elevate Grant Award.

b. AGENCY agrees to provide the services for COUNTY as outlined in the Grant application and Award (Attachment 1) as well as any subsequent revisions approved by the BJA and/or SAMHSA.

c. 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; (3) Medical and Office Supplies and Consumables; (4) Operations Costs; (5) Travel Costs; (6) Indirect/Administrative services.

2. COMPENSATION:

a. The COUNTY agrees to pay AGENCY for services as described in Section 1, SCOPE OF SERVICES, up to the sum of Two Hundred Fifty Thousand and NO/100 Dollars (\$250,000.00) per year as awarded during the project period. The project period is from September 30, 2015 to September 29, 2018.

b. Any rollover amounts for the project approved by the respective funding agencies, will be carried into the next year of the award.

c. Any changes to the budget or program allowed per the Department of Justice Grants Financial Management Guide will be permitted without amendment to this Agreement, unless a Grant Amendment Notification is specifically requested by a federal grant manager.

d. All requests for reimbursement payments shall be accompanied either by invoices indicating AGENCY payment or documentation which certifies that the services for which reimbursement is sought have been rendered.

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 under this agreement.

f. AGENCY shall submit, within fifteen (15) working days after month's end, detailed documentation and an invoice that certify the services have been completed to:

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

for review and authorization to pay. Payment by the COUNTY shall be subject to the Florida Prompt Payment Act.

3. CONDITIONS:

- a. The laws of the State of Florida shall govern this Agreement.
- b. AGENCY shall perform this Agreement. No assignment or subcontracting shall be allowed except for WestCare Foundation, Inc. providing Evaluation of this program.
- c. AGENCY agrees to maintain adequate supporting documents to account for the use of money so provided, as well as separate accounting for the grant funding. In addition, AGENCY agrees to specifically identify all clients paid for by grant funds.
- d. AGENCY shall obtain and maintain all licenses that are necessary to fulfill the conditions of this Agreement.
- e. AGENCY shall comply with all federal grant guidelines, as well as with County procedures for monitoring of grant funded services and operations, including the submission of additional reports as requested by the County.

4. AMENDMENT/MODIFICATION:

This Agreement may only be modified by mutual agreement of the parties, evidenced by a written amendment executed in the same fashion as the original.

5. CONFIDENTIALITY:

Both parties acknowledge that in exchanging, storing, processing or otherwise dealing with information about referred patients, they are fully bound by the federal and state laws governing the confidentiality and patients' privacy rights.

6. INDEMNIFICATION:

AGENCY shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the COUNTY from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from AGENCY; or by, or in consequence of any neglect in safeguarding the work; 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, bylaws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY.

7. CANCELLATION:

a. COUNTY reserves the right to cancel this Agreement with or without cause by giving sixty (60) days notice to AGENCY in writing of the intent to cancel.

b. Failure of AGENCY to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and shall be cause for immediate termination of the Agreement at the discretion of COUNTY.

8. CONFORMITY TO LAW:

AGENCY agrees to operate within strict conformity to all federal, state, and local laws and any rules or regulations adopted thereunder.

9. INTEREST TO 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 decision relating to this Agreement which affect their personal interest or the interest of any corporation, partnership or association which they are, directly or indirectly, interested; nor shall any officer, member or employee of the COUNTY or any member of its governing body, COUNTY 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.

10. NON-DISCRIMINATION:

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 because of age, sex, race, color, religion, national origin or disability. AGENCY will, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

11. MINIMUM INSURANCE REQUIREMENTS:

AGENCY must provide verification of adequate liability insurance coverage (Attachment 2) that includes the Pinellas County Board of County Commissioners as an additional insured. AGENCY must hold this coverage at all times during the existence of this Agreement.

12. ENTRY:

The COUNTY reserves the right to enter upon any premises used for any part of this project and will provide eight (8) hours notice prior to inspection for the purpose of making an inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Agreement.

13. AUDIT:

AGENCY agrees to maintain adequate supporting documents to account for the use of money so provided. In addition, AGENCY agrees to provide an independent audit at no additional cost to the COUNTY or to be subject to an internal audit provided through the COUNTY, as may be requested by the COUNTY. For the purpose of such audits, AGENCY shall retain all records relating to this Agreement for five (5) years after final payment is made. All records shall be subject to audit by the COUNTY pursuant to Section 30-47 of the Pinellas County Code, as well as all Grantor audit conditions as listed in Standard Conditions, Number 15, Audit.

14. SEVERABILITY:

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.

15. AGREEMENT COVERED BY FLORIDA LAW:

This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida.

16. TERM OF AGREEMENT:

This Agreement shall be effective retroactively from September 30, 2015 through September 29, 2018, unless sooner terminated pursuant to paragraph 7 hereof. The parties reserve the right to extend this Agreement for up to one year, upon mutual agreement in writing.

17. AGREEMENT MANAGEMENT:

The contact person for COUNTY shall be:

Marie Elam, Justice Programs Analyst
Pinellas County Justice Coordination
631 Chestnut Street
Clearwater, Florida 33756

The contact person for AGENCY shall be:

Ronda Lieberman, Regional Accountant
WestCare GulfCoast-Florida, Inc.
1735 Dr. Martin Luther King, Jr. Street South
St. Petersburg, Florida 33705

[SIGNATURE PAGE FOLLOWS]

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

ATTEST:

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

By: _____

Mark S. Woodard
County Administrator

Date: _____

ATTEST:

WESTCARE
GULFCOAST-FLORIDA, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

By:



Office of the County Attorney