

HUMAN SERVICES SUBRECIPIENT FUNDING AGREEMENT

THIS AGREEMENT (Agreement), effective upon the date executed below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**COUNTY**," and the **PINELLAS COUNTY SHERIFF'S OFFICE**, hereinafter called the "**SHERIFF**."

WITNESSETH:

WHEREAS, there is a continuing community need to provide counseling and support for victims of domestic violence; and

WHEREAS, the **COUNTY** recognizes that the **SHERIFF** is uniquely positioned to support a criminal justice response to domestic violence concerns; and

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

WHEREAS, the **COUNTY**, in partnership with local providers and stakeholders, applied for and received a Federal Grant Award from the United States Department of Justice (DOJ), Office on Violence Against Women, hereinafter referred to as the grantor, under the Improving Criminal Justice Responses Grant Program, also known as the Arrest Program, 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 **SHERIFF** receiving funds under this federal program is a subrecipient.

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 the Grant Application, Appendix B includes 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 the Grant Application to Grantor, Grantee executed certifications similar to those found in Appendices D and E.

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: **Pinellas County Sheriff's Office**

(ii) Subrecipient's Unique Entity Identifier or Data Universal Numbering System (DUNS) number: **032500530**

(iii) Federal Award Identification Number: **2018-WE-AX-0016**

(iv) Federal Award Date: **08/30/2018**

(v) Subaward Period of Performance Start and End Date: **10/1/2018 to 09/30/2021**

(vi) Amount of Federal Funds Obligated by this Action by the Pass Through-Entity to the Subrecipient: **\$527,629.00**

(vii) Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation: **\$527,629.00**

(viii) Total Amount of the Federal Award: **\$864,210.00**

(ix) Federal Award Project Description, as Required to be Responsive to the Federal Funding Accountability and Transparency Act:

Pinellas Criminal Domestic Battery Response Improvements Project

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

Federal Awarding Agency:

U.S. Department of Justice, Office on Violence Against Women

Pass-Through Entity:

Pinellas County Board of County Commissioners

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

Daisy Rodriguez, Pinellas County Human Services

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): **16.590**

CFDA Name:

Improving Criminal Justice Responses Grant Program, also known as the Arrest Program

Total Dollar Amount Available Under this Federal Award:

\$864,210.00

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

(xiii) Indirect Cost Rate for the Federal Award: **0.0%**

2. Scope of Services.

SHERIFF agrees to provide or contract with a certified Batterers Intervention Provider to run four (4) additional grant-funded Batterer Intervention Program (BIP) classes per week for 48 weeks per year in the Pinellas County jail, including two classes for men and two classes for women. These classes are in addition to the two (2) classes per week in place at the initiation of this agreement. Additionally, **SHERIFF** shall provide increased misdemeanor probation drug testing to achieve a frequency of twice per month per participant and support other program activities as outlined in the Memorandum of Understanding dated February 27th, 2018 (Attachment 1). The scope of services may be adjusted from time to time through mutual written agreement of the parties without the need to further amend this Agreement, so long as the adjustments align with grant requirements and the public purpose of this funding.

3. Term of Agreement.

The services of the **SHERIFF** shall commence retroactive to October 1, 2018, and the agreement shall expire on September 30, 2021. This Agreement may be renewed 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 **SHERIFF** a total three year amount not to exceed **\$527,629.00**, for the services described in Section 2 of this Agreement, in accordance with the Detail Budget found in Appendix B.

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 an authorized **SHERIFF** representative, and accompanied by documentation of expenses incurred, such as paystubs, timecards, receipts, etc. Time and effort documentation will be required for any grant funded staff providing less than full-time dedication to this project. For any grant-funded staff providing full-time dedication to the project, a minimum of semi-annual certification confirming 100% time and effort, signed by the employee and their supervisor must be submitted. Invoices shall be sent electronically to the Contract Manager on a monthly basis within thirty (30) days of the end of the month. The **COUNTY** shall not reimburse the **SHERIFF** 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. **COUNTY** shall not reimburse **SHERIFF** for any expenditures in excess of the amount budgeted without prior approval or notification.

c) The **COUNTY** shall reimburse to the **SHERIFF** 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.

d) 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.

The **SHERIFF** agrees to submit outcome reports and updates to the **COUNTY**. The report formats shall be prescribed and provided by the **COUNTY**. 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. Additionally, **SHERIFF**

agrees to submit any grant-required programmatic reports in a timely manner. Where no activity has occurred within the preceding period, the **SHERIFF** shall provide a written explanation for non-activity during the quarter.

6. Universal Release of Information Form.

As a condition of receipt of a funding award from Pinellas County, the **SHERIFF** agrees to use a standard, community-wide Patient Authorization for Disclosure of Health Information - Universal 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 the Health Insurance Portability and Accountability act of 1996 (HIPAA) 45 CFR parts 160 and 164.

7. Monitoring.

SHERIFF 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) **SHERIFF** will comply with **COUNTY** and departmental policies and procedures.
- b) **SHERIFF** 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) **SHERIFF** will submit other reports and information in such formats and at such times as may be prescribed by the **COUNTY**.
- d) **SHERIFF** 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 **SHERIFF** receives accreditation reviews, each accreditation review will be submitted to the **COUNTY** after receipt by **SHERIFF**.

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**.

8. Federal Grant Requirements.

a) The **SHERIFF** will comply with Uniform Guidance established under 2 C.F.R. § 200, defining administrative requirements, cost principles, and audit requirements for federal grant awards.

b) The **SHERIFF** will ensure that all reimbursed expenditures will be made in compliance with grant requirements.

c) The **SHERIFF** 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 **SHERIFF** will participate in monitoring of grant funded activities as determined necessary for compliance under federal award **2018-WE-AX-0016**.

e) If, in the **COUNTY'S** sole discretion, **SHERIFF** 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).

9. Special Situations.

SHERIFF 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 **SHERIFF**'s or **COUNTY**'s ability to protect and serve its participants, or other significant effect on the **SHERIFF** 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.

10. 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 terms of this Agreement shall be submitted in the format prescribed and provided by the **COUNTY**. (See Attachment 2.)

11. Closeout

a) Upon termination in whole or in part, the parties hereto remain responsible for compliance with the requirements in 2 C.F.R. Part 200.343 (Closeout) and 2 C.F.R. Part 200.344 (Post-closeout adjustments and continuing responsibilities).

b) This Agreement will not terminate until grant closeout is completed consistent with grant requirements detailed in the Appendices attached hereto, and to the satisfaction of the **COUNTY**. Such requirements shall include but are not limited to submitting final reports and providing program deliverables and closeout information as requested by **COUNTY**, and/or grantor.

c) All invoices and requests for reimbursement shall be submitted within 30 days following the end of the GRANT project and budget period.

d) This provision shall survive the expiration or termination of this Agreement.

12. Cancellation.

a) If the **SHERIFF** fails to fulfill or abide by any of the provisions of this Agreement, **SHERIFF** shall be considered in material breach of the Agreement. Where a material breach can be corrected, **SHERIFF** shall be given thirty (30) days to cure said breach. If **SHERIFF** 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 **SHERIFF**.

b) In the event the **SHERIFF** uses any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, the **SHERIFF** 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 **SHERIFF** 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).

13. 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 **SHERIFF** 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 **SHERIFF** 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.

14. Non-Exclusive Services.

This is a non-exclusive Agreement. 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.

15. Indemnification.

As the **COUNTY** and the **SHERIFF** are public bodies of the State of Florida, the parties agree to be fully responsible for their own acts of negligence and for their respective agents/employees' acts of negligence when acting in the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided however, that the parties' liability is subject to the limitations imposed by 768.28, Fla. Stat. Nothing herein is intended to act as a waiver of sovereign immunity by the parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this agreement.

16. HIPAA

a) The **SHERIFF** agrees to execute a HIPAA Business Associate Agreement upon execution of this Agreement.

b) **SHERIFF** 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. 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 shall disclose any policies, rules or regulations enforcing these provisions upon request.

17. Business Practices.

a) The **SHERIFF** 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 **SHERIFF** shall retain all records (programmatic, property, personnel, and financial) relating to this Agreement for three (3) years after final payment is made.

c) All **SHERIFF** 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 **SHERIFF** shall provide an independent audit to the **COUNTY**, if so requested by the **COUNTY**.

18. Nondiscrimination.

a) The **SHERIFF** 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 **SHERIFF** 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 **SHERIFF** 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 **SHERIFF**.

19. 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.

20. Conflict of Interest.

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

21. Independent Contractor.

It is expressly understood and agreed by the parties that **SHERIFF** 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 **SHERIFF** shall be, or shall be deemed to be, the agent or servant of the **COUNTY**. The **COUNTY** only provides Worker's Compensation Insurance to Pinellas County Sheriff's Office; all other employee costs will be borne by the **SHERIFF**.

22. 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 **SHERIFF** 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 **SHERIFF** shall own any non-expendable property purchased by funds from

this grant subject to the following conditions:

1. The **SHERIFF** shall not sell said property within one year of purchase unless express permission is obtained from the **COUNTY** in writing;
2. The **SHERIFF** 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 **SHERIFF** violates any provision of this Agreement, or if the **SHERIFF** fails to use the property for the purposes of the project herein, or if the **SHERIFF** ceases to exist for the purposes of this Agreement; and
4. The **SHERIFF** shall reimburse funds to the **COUNTY** totaling a proportional share of the fair value of any non-expendable property purchased by the **SHERIFF** with funding obtained through this Agreement: i. which is sold, ii. or if the **SHERIFF** fails to use the property for the purposes of the project herein, iii. or if the **SHERIFF** 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 **SHERIFF** to retain any funds received from such sale.

23. 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 **SHERIFF** agrees to make all reasonable efforts to obtain funding from additional sources wherever said **SHERIFF** may qualify. Should this Agreement reflect a required match, documentation of said match is required to be provided to the **COUNTY**.

24. Governing Law.

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

25. Public Records.

The **SHERIFF** 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 **SHERIFF** 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 **SHERIFF** policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the **SHERIFF** 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.

26. Conformity to the Law.

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

27. 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.

28. Agreement Management.

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

Deborah Berry
Pinellas County Human Services- Justice Coordination
440 Court Street, 2nd Floor
Clearwater, Florida 33756

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

Lisa Carrillo
Pinellas County Sheriff's Office
Grants Administration Section
10750 Ulmerton Road
Largo, FL 33778

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: _____, 2018

PINELLAS COUNTY SHERIFF'S OFFICE

By:

Bob Gualtieri, Sheriff

Date: _____, 2018

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: _____
Assistant County Attorney