

**HUMAN SERVICES FUNDING AGREEMENT
WESTCARE GULF COAST FLORIDA, INC.
COOPERATIVE AGREEMENT TO BENEFIT HOMELESS INDIVIDUALS**

THIS AGREEMENT (Agreement), retroactive to October 1, 2016, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**COUNTY**," and **WESTCARE GULF COAST FLORIDA, INC.**, a non-profit Florida corporation, whose address is 100 2ND Ave. S. #901S, St. Petersburg, FL., 33701, hereinafter called the "**AGENCY**."

WITNESSETH:

WHEREAS, the **COUNTY** desires 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 **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), hereinafter referred to as the grantor, under the 2016 Cooperative Agreement to Benefit Homeless Individuals (CABHI), 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;

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 contains the Project Budget, Appendix C contains the Grant Notice of Award, Appendix D contains Grant Funding Conditions, Appendix E contains a Certification Regarding Lobbying; Drug-Free Workplace; and Debarment, Suspension, and Other Responsibility Matters. As a requirement for submitting 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: **Westcare Gulf Coast Florida, Inc.**

(ii) Subrecipient's Unique Entity Identifier or Data Universal Numbering System (DUNS) number: **038932823**.

(iii) Federal Award Identification Number: **SM063331**

(iv) Federal Award Date: **07/21/2016**

(v) Subaward Period of Performance Start and End Date: **10/1/2016 to 09/29/2017**

(vi) Amount of Federal Funds Obligated by this Action by the Pass Through-Entity to the Subrecipient: **\$210,143.00 per year; \$630,429.00 total**

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

(viii) Total Amount of the Federal Award: **\$800,000.00 per year; \$2,400,00.00 total**

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

Cooperative Agreement to Benefit Homeless Individuals

(x) 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:

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): **93.243**

CFDA Name:

Substance Abuse and Mental Health Service

Projects of Regional and National Significance

Total Dollar Amount Available Under this Federal Award:

\$800,000.00 per year; \$2,400,000.00 total

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

(xiii) Indirect Cost Rate for the Federal Award: **26.7%**

2. Scope of Services.

The **AGENCY** shall provide evidence-based mental health and substance abuse treatment services for individuals who experience homelessness and have serious mental illness, substance use disorder, serious emotional disturbance, and/or co-occurring disorder.

The **AGENCY** shall actively participate in and coordinate with the CABHI Governmental Steering Committee and the Program Coordination Committee, as outlined in Attachment 1, to support the overall program goal of increasing capacity of treatment services and evidence-based mental health and substance abuse treatment services to approximately 125 individuals annually who have recently, or are currently experiencing homelessness with an imminent placement available, and have serious mental illness (SMI), substance abuse disorder (SUD), serious emotional disturbance (SED), and/or co-occurring disorder (COD).

AGENCY shall provide case management; program oversight and evaluation; and evidence-based mental health and substance abuse treatment services for clients as follows:

- a. Deliver individual, group and family counseling services and complete the documentation required for clinical recording. This may include but is not limited to: developing Individual Service Plans, psychosocial assessments, daily notes, monthly reviews and other related activities. **AGENCY** will conduct interviews and assessments of clients to determine needs for program services as well as take necessary actions to provide crisis intervention and utilize counseling skills to

evaluate and address substance abuse, mental health and/or co-occurring disorders.

- b. Provide peer leadership, outreach, advocacy, and coaching and recovery support services to those seeking or sustaining recovery within the community through a Peer Recovery Support Specialist.
- c. Perform data collection and assist with analysis and reporting as needed to achieve program objectives, including furnishing data and programmatic narratives as required for the submission of a Programmatic Bi-Annual Report, the first two of which are due April 20, 2017, and October 31, 2017.
- d. Assist as needed with project evaluation, compliance with the Government Performance and Results Act (GPRA) and participate in all required SAMHSA meetings.
- e. Coordinate with the Local Government Steering Committee, Program Coordination Committee, and community partners to establish, utilize, and evaluate a network of Telehealth modules to increase client access to care.
- f. Comply with Policies and Procedures as developed by the Local Government Steering Committee, and as amended with program development.

3. Term of Agreement.

The services of the AGENCY shall commence on October 1, 2016, and the Agreement shall expire September 29, 2019. 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 reimburse the AGENCY for the services described in

Section 2 of this Agreement in an amount not to exceed \$210,143.00 per contract year for a total three year total not to exceed \$630,429.00.

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 an authorized AGENCY representative, and shall include all documentation such as the cost of services provided, invoices, receipts or copies of time sheets or pay stubs which verify the services for which reimbursement is sought. Invoices shall be sent electronically to the Contract Manager on a quarterly basis within forty five (45) days of the end of the quarter. Invoicing due dates may be shortened as necessary to meet fiscal year deadlines or grant requirements. The **COUNTY** shall not reimburse the **AGENCY** for any expenditures in excess of the amount budgeted without prior approval or notification.

c) The **COUNTY** shall reimburse to the **AGENCY** in accordance with 2 C.F.R. § 200.305(b) 3, upon receipt of proper invoice and required documentation by the Finance Division of the Clerk of the Circuit Court.

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 **AGENCY** agrees to submit a quarterly Program Outcomes Report (See Attachment 2) to 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. This report shall be submitted to the **COUNTY** no later than forty five (45) days following the end of the quarter. Where no activity has occurred within the preceding

period, the **AGENCY** shall provide a written explanation for non-activity during the quarter. The report formats shall be prescribed and provided by the **COUNTY**.

6. Data Sharing.

Upon request the **AGENCY** agrees to execute a Data Sharing Agreement (See Attachment 3) and provide program and other information in an electronic format to the **COUNTY** for the sole purpose of data collection, research and policy development.

7. Monitoring.

AGENCY will work with **COUNTY** to meet the requirements of 2 C.F.R. § 200.328 (Monitoring and reporting program performance). This may include, but is not limited to, the following:

- a) **AGENCY** will comply with **COUNTY** and departmental policies and procedures.
- b) **AGENCY** will cooperate in monitoring site visits including, but not limited to, review of staff, fiscal and client records and provision of related information at any reasonable time.
- c) **AGENCY** will submit other reports and information in such formats and at such times as may be prescribed by the **COUNTY**.
- d) **AGENCY** will submit 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 **AGENCY** receives accreditation reviews, each accreditation review will be submitted to the **COUNTY** after receipt by **AGENCY**.
- f) All monitoring reports will be as detailed as may be reasonably requested by the **COUNTY** and will be deemed incomplete if not satisfactory to the **COUNTY** as determined in

its sole reasonable discretion. Reports will contain the information or be in the format as may be requested by the **COUNTY**. If approved by the **COUNTY**, the **COUNTY** will accept a report from another monitoring agency in lieu of reports customarily required by the **COUNTY**.

8. Federal Grant Requirements.

- a. The **AGENCY** will comply with Uniform Guidance established under 45 C.F.R. § 75 defining administrative requirements, cost principles, and audit requirements for Health and Human Services grant awards.
- b. The **AGENCY** will ensure that all reimbursed expenditures will be made in compliance with grant requirements.
- c. The **AGENCY** will maintain documentation as necessary to demonstrate compliance with required federal guidelines and will make documentation available upon request and during monitoring visits.
- d. The **AGENCY** will participate in monitoring of grant funded activities as determined necessary for compliance under federal award **1H79SM063331-01**.
- e. If, in the **COUNTY'S** sole discretion, **AGENCY** has a history of failure to comply with the general or specific terms and conditions of the Federal award, or fails to meet expected performance goals or is not otherwise responsible, the **COUNTY** may impose additional award conditions pursuant to 2 C.F.R. § 200.207 (Specific Conditions).

9. Documentation.

The **AGENCY** shall maintain and provide the following documents upon request by the **COUNTY** within three (3) business days of receiving the request.

- a. Articles of Incorporation

- b. AGENCY By-Laws
- c. Past 12 months of financial statements and receipts
- d. Membership list of governing board
- e. All legally required licenses
- f. Latest agency financial audit and management letter
- g. Biographical data on the AGENCY chief executive and program director
- h. Equal Employment Opportunity Program
- i. Inventory system – (equipment records)
- j. Continuity of Operations Plan (COOP)
- k. IRS Status Certification/501 (c) (3)
- l. Current job descriptions for staff positions
- m. Match documentation

10. Payments During Disaster Recovery

The **COUNTY** agrees to support previously approved funded programs unable to provide normal services for a period of at least sixty (60) days after a disaster has been declared, provided the program agrees to address needs for like services within the community at the request of the **COUNTY**. This period may be extended within the current contract period at the discretion of the Human Services Director.

11. Special Situations.

The **AGENCY** agrees to inform **COUNTY** within one (1) business day of any circumstances or events which may reasonably be considered to jeopardize its capability to continue to meet its obligations under the terms of this Agreement. Incidents may include, but are not limited to, those resulting in injury, media coverage or public reaction that may have an impact

on the **AGENCY's** or **COUNTY's** ability to protect and serve its participants, or other significant effect on the **AGENCY** or **COUNTY**. Incidents shall be reported to the designated **COUNTY** contact below by phone or email only. Incident report information shall not include any identifying information of the participant.

12. Cancellation.

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

b) In the event the **AGENCY** uses any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, the **AGENCY** shall, at the option of the **COUNTY**, repay such amount and be deemed to have waived the privilege of receiving additional funds under this Agreement.

c) In the event sufficient budgeted funds are not available for a new fiscal period or are otherwise encumbered, the **COUNTY** shall notify the **AGENCY** of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the **COUNTY**.

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

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 **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.

14. Amendment/Modification.

In addition to applicable federal, state and local statutes and regulations, this Agreement expresses the entire understanding of the parties concerning all matters covered herein. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved by the parties. Budget modifications that do not result in an increase of funding, change the purpose of this Agreement or otherwise amend the substantive terms of this Agreement shall be submitted in the format prescribed and provided by the **COUNTY** in Attachment 4.

15. Indemnification.

The **AGENCY** agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the **COUNTY**, its officers, employees and agents from all damages, suits, actions, allegations, or claims, including reasonable attorney's fees incurred by the **COUNTY**, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of **AGENCY**; or by, or on account of, any claim or amounts

recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the **COUNTY**.

16. HIPAA

a) The **AGENCY** agrees to execute a HIPAA Business Associate Agreement upon execution of this Agreement. (See Attachment 5.)

b) The **AGENCY** is a covered entity and **AGENCY** agrees to use and disclose Protected Health Information in compliance with the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information (45 C.F.R. § 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and shall disclose any policies, rules or regulations enforcing these provisions upon request.

17. Insurance.

The **AGENCY** shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment 6, and provide a Certificate of Insurance to the **COUNTY**. The insurance requirements shall remain in effect throughout the term of this Agreement.

18. Public Entities Crimes.

The **AGENCY** is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to the **COUNTY** that the **AGENCY** is qualified to transact business with public entities in Florida and that its performance of the Agreement will comply with all applicable laws including those referenced herein. The **AGENCY** represents and certifies that the **AGENCY**

is and will at all times remain eligible for and perform the services subject to the requirements of these, and other applicable, laws. The **AGENCY** agrees that any contract awarded to the **AGENCY** will be subject to termination by the **COUNTY** if the **AGENCY** fails to comply or to maintain such compliance.

19. Business Practices.

a) The **AGENCY** shall utilize financial procedures in accordance with generally accepted accounting procedures and Florida Statutes, including adequate supporting documents, to account for the use of funds provided by the **COUNTY**.

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

c) All **AGENCY** records relating to this Agreement shall be subject to audit by the **COUNTY** and shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. In addition, the **AGENCY** shall provide an independent audit to the **COUNTY**, if so requested by the **COUNTY**.

20. Nondiscrimination.

a) The **AGENCY** shall not discriminate against any applicant for employment or employee with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment or against any client because of age, sex, race, ethnicity, color, religion, national origin, disability, familial status, or sexual orientation.

b) The **AGENCY** shall not discriminate against any person on the basis of age, sex, race, ethnicity, color, religion, national origin, disability, familial status, or sexual orientation in admission, treatment, or participation in its programs, services and activities.

c) The **AGENCY** shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

d) At no time will clients served under this Agreement be segregated or separated in a manner that may distinguish them from other clients being served by the **AGENCY**.

21. 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.

22. Conflict of Interest.

The **AGENCY** shall promptly notify the **COUNTY** in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the **AGENCY** is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the **AGENCY** may identify the prospective business association, interest or circumstance, the nature of work that the **AGENCY** may undertake and

request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the **AGENCY**. The **COUNTY** agrees to notify the **AGENCY** of its opinion within (10) calendar days of receipt of notification by the **AGENCY**, which shall be binding on the **AGENCY**.

23. Independent Contractor.

It is expressly understood and agreed by the parties that **AGENCY** is at all times hereunder acting and performing as an independent contractor and not as an agent, servant, or employee of the **COUNTY**. No agent, employee, or servant of the **AGENCY** shall be, or shall be deemed to be, the agent or servant of the **COUNTY**. None of the benefits provided by the **COUNTY** to their employees including, but not limited to, Worker's Compensation Insurance and Unemployment Insurance are available from **COUNTY** to the employees, agents, or servants of the **AGENCY**.

24. Non-Expendable Property.

For the purposes of this Agreement, non-expendable property shall mean all property which will not be consumed or lose its identity, which costs \$5,000.00 more per unit, and which has a life expectancy in excess of one year.

a) The **AGENCY** shall list any non-expendable property purchased by these funds according to description, model, serial number, date of acquisition, and cost.

b) The **COUNTY** reserves the right to have its agent personally inspect said property.

c) The **AGENCY** shall own any non-expendable property purchased by funds from this grant subject to the following conditions:

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

for similar purposes;

3. The **COUNTY** shall have the right to take exclusive possession, control, and all other ownership rights of said property whose value exceeds \$5,000.00 at any time prior to the expiration of this Agreement if the **AGENCY** violates any provision of this Agreement, or if the **AGENCY** fails to use the property for the purposes of the project herein, or if the **AGENCY** ceases to exist for the purposes of this Agreement; and

4. The **AGENCY** shall reimburse funds to the **COUNTY** totaling a proportional share of the fair value of any non-expendable property purchased by the **AGENCY** with funding obtained through this Agreement: i. which is sold, ii. or if the **AGENCY** fails to use the property for the purposes of the project herein, iii. or if the **AGENCY** ceases to exist for the purposes of this Agreement. The share due the **COUNTY** shall be determined by the proportion of **COUNTY** funding used to purchase non-expendable property. The **COUNTY** at its option may waive this requirement and allow the **AGENCY** to retain any funds received from such sale.

25. 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**.

26. Governing Law.

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

27. Public Records.

The **AGENCY** acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. The **AGENCY** agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and the **AGENCY** policies, including but not limited to the Section 119.0701, Florida Statutes and 2 C.F.R. § 200.333. Notwithstanding any other provision of this Agreement relating to compensation, the **AGENCY** agrees to charge any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

28. Conformity to the Law.

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

29. 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.

30. Agreement Management.

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

Tim Burns
Pinellas County Human Services
440 Court Street, 2nd Floor
Clearwater, Florida 33756

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

James Dates, Area Director
WestCare Gulf Coast Florida, Inc.
100 2nd Ave. S., #901S, St. Petersburg, FL 33701

SIGNATURE PAGE FOLLOWS

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

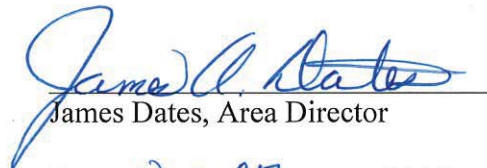
PINELLAS COUNTY, FLORIDA, by and
through its County Administrator,

A blue ink signature of Mark Woodard, with a circular official seal of Pinellas County, Florida, partially visible behind the signature.

Mark Woodard

Date: 12/12, 2016

WestCare Gulf Coast Florida, Inc.

A blue ink signature of James Dates, written in a cursive style.

James Dates, Area Director

Date: Nov 22, 2016

APPROVED AS TO FORM

By: 
Office of the County Attorney