

HUMAN SERVICES SUBRECIPIENT FUNDING AGREEMENT

THIS AGREEMENT (Agreement), is effective retroactively to October 1, 2018, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**COUNTY**," and **WESTCARE GULFCOAST-FLORIDA, INC.**, a non-profit Florida corporation, whose address is 100 2nd Avenue South, Suite 901, Saint Petersburg, FL 33701, hereinafter called the "**AGENCY**."

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 **AGENCY** is able to provide this essential service within the community; 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 of Juvenile Justice and Delinquency Prevention, hereinafter referred to as the grantor, under the Drug Treatment Courts 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 **AGENCY** 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 Detailed 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 Gulfcoast- Florida, Inc.**
- (ii) Subrecipient's Unique Entity Identifier or Data Universal Numbering System (DUNS) number: **038932823**
- (iii) Federal Award Identification Number: **2018-DC-BX-0023**
- (iv) Federal Award Date: **09/25/2018**
- (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: **\$792,750.00**
- (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation: **\$2,072,355**

(viii) Total Amount of the Federal Award: **\$889,229.00**

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

**FAMILIES ON TRACK! The Enhancement and Expansion of the Pinellas Family
Drug Treatment Court**

(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 of Juvenile Justice and Delinquency Prevention

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): **16.585**

CFDA Name:

Office of Juvenile Justice and Delinquency Prevention

Drug Treatment Courts Program

Total Dollar Amount Available Under this Federal Award:

\$889.229

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

(xiii) Indirect Cost Rate for the Federal Award: **28%**

2. Scope of Services

AGENCY agrees to provide the services as outlined the grant application, budget and Award documents. The AGENCY agrees to provide personnel as follows: Two (2.0) full-time Counselors for evidence-based outpatient, home-based substance abuse treatment services and case management. One (1.0) full-time Peer Recovery Coach for motivation, advocacy and other client services. One (1.0) full-time Research Assistant for data collection, evaluation and analysis. 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 AGENCY 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 AGENCY a total three year amount not to exceed \$792,750.00, for the services described in Section 2 of this Agreement, in accordance with the Detailed 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 AGENCY 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 **AGENCY** 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 **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 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, **AGENCY** agrees to submit any grant-required programmatic reports in a timely manner. Where no activity

has occurred within the preceding period, the AGENCY 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 AGENCY 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. Data Sharing.

The AGENCY agrees to share data including as outlined in the Data Sharing Agreement and provide program and other information in an electronic format to the COUNTY for the sole purpose of data collection, research and policy development. (See Attachment 1)

8. 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, programmatic documents, and will provide 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**.

9. Federal Grant Requirements.

a) The **AGENCY** 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 **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 **2018-DC-BX-0023**.

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).

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

11. Disaster Response

AGENCY will provide the COUNTY with a current copy of their Continuity of Operations Plan. AGENCY will participate in community disaster response operations as requested by the COUNTY. The COUNTY agrees to support previously approved funded programs for a period

of at least sixty (60) days after a disaster has been declared, provided the program agrees to address 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. The **COUNTY** will seek to leverage the skills and services of the **AGENCY**, as appropriate or applicable; however, other disaster duties may be assigned. This period may be extended within the current contract period at the discretion of the Human Services Director.

12. Special Situations.

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.

13. 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.)

14. 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.

15. 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).

16. 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.

17. 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.

18. 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 **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**.

19. HIPAA

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

b) **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. 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.

20. Insurance.

The **AGENCY** shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment 3, and provide a Certificate of Insurance to the **COUNTY**. The insurance requirements shall remain in effect throughout the term of this Agreement.

21. 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.

22. 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.

23. 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, marital 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, marital 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.

24. 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.

25. 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**.

26. 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**.

27. 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.

28. 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.

29. Governing Law.

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

30. 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. 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.

31. Conformity to the Law.

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

32. 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.

33. 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

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

James Dates
Regional Vice President
james.dates@westcare.com
727-490-6768 X 30143

SIGNATURE PAGE FOLLOWS

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

ATTEST
Ken Burke
Clerk of Circuit Court

PINELLAS COUNTY, FLORIDA, Acting
by and through its Board of County
Commissioners

By: Karen Williams Seel
Chairman

Date: January 22, 2019

WESTCARE GULFCOAST- FLORIDA ,
INC.

By: James D. Dates
James Dates, Regional Vice President

Date: Dec 21, 2018

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: [Signature]
Assistant County Attorney