

BOARD OF COUNTY COMMISSIONERS

DATE: August 20, 2013

AGENDA ITEM NO. 14

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

Conditional Funding Agreement with the Juvenile Welfare Board of Pinellas County.

Department:

Health and Community Services

Staff Member Responsible:

Gwendolyn Warren, Executive Director
Health and Human Services

Recommended Action:

I RECOMMEND THAT THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE CONDITIONAL FUNDING AGREEMENT WITH THE JUVENILE WELFARE BOARD OF PINELLAS COUNTY (JWB).

I FURTHER RECOMMEND THAT UPON APPROVAL THE CHAIR BE AUTHORIZED TO SIGN AND THE CLERK TO ATTEST.

Summary Explanation/Background:

The JWB has agreed to accept funding received from a County settlement with Palms of Pasadena Hospital (Palms) regarding the amount of Medicaid Buy Back funds that Palms received for the purpose of providing health care to indigent Pinellas County residents. The funds at issue were received through the federal Buy Back Program for Medicaid eligible citizens, but the County and Palms (parties) disagreed on how the funds received could be spent. To that end, the parties agreed that JWB could accept these funds for the purpose of continuing their programs for the benefit of health and human services in Pinellas County.

The funds received will be used for the specific purpose set out in the interlocal agreement which is a companion item on this agenda for the Boards consideration and shall serve as compensation for that agreement.

This agreement is being executed in advance of the final settlement agreement in order to assure that settlement funds received by JWB are properly encumbered for the purpose of funding the interlocal agreement. This agreement shall be in effect upon execution of the parties or upon receipt of funds from Palms whichever shall occur first and shall expire on September 30, 2014.

Fiscal Impact/Cost/Revenue Summary:

JWB shall receive \$125,000.00 from Palms as proceeds from a settlement negotiation.

Exhibits/Attachments Attached:

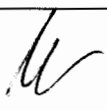

1. Contract Review Transmittal Slip
2. Conditional Funding Agreement
3. Attachment 1. - Interlocal Agreement

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT: Conditional Funding Agreement between Pinellas County and the Juvenile Welfare Board	
CONTRACT NO.: N/A	ESTIMATED EXPENDITURE / REVENUE: N/A (Circle or underline appropriate choice above.)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

OTHER SPECIFICS RELATING TO THE CONTRACT:
Interlocal Agreement (CAT# 42842) is a companion item

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
Originator: Gwendolyn Warren	7/26/13			
Risk Mgmt: Virginia Holscher <i>GW 8/1/13</i>	8/1/13	<i>VEH</i>	Public Entity to Public Entity	
Finance:** Cassandra Williams	8/2/13	<i>CBW</i>		
OMB:** Eric Naughton-	N/A			
Legal: Carl Brody	8/5/13			
Executive Director: Gwendolyn Warren	8/4/13	<i>GW</i> <i>for GW</i>		

Please return to Katherine Baird Adams By: ASAP.
All inquiries should be made to Katherine Baird Adams ext.4-8438.

** See Contract Review Process

CONDITIONAL FUNDING AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of July 2013, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the Juvenile Welfare Board, Children's Services Council of Pinellas County, hereinafter referred to as the "JWB".

WITNESSETH:

WHEREAS, the JWB currently provides programs and funding for programs whose purpose is to ensure positive development and well-being of all children and families in Pinellas County through prudent investment in community-based solutions; and

WHEREAS, the County desires to provide additional funding for services and programs funded by JWB pursuant to this Conditional Funding Agreement (hereinafter referred to as agreement); and

WHEREAS, the JWB agrees to accept payment for such additional funding upon receipt of certain third party negotiated settlement terms; and

WHEREAS, the JWB agrees to remit funds received in excess of the amount of the amount provided for under the contract at the direction of the County; and

WHEREAS, all other terms and conditions of the Agreement shall remain in full force and effect.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Conditional Funding of Services**

The JWB hereby agrees to accept conditional funding from the County for the provision of services provided for as stated in the above WHEREAS clauses of this agreement

consistent with the terms and conditions found herein. Funds received under this agreement shall supplement overall funding received by JWB from the County.

2. Receipt and Remittance of Funds

The JWB shall receive \$125,000.00 from Palms of Pasadena Hospital, L.P., as proceeds from a settlement negotiation.

a. Proceeds shall be remitted on a quarterly bases beginning retroactively on July 1, 2013, in the following manner:

- i. The first payment shall be received retroactive to July 1, 2013 in the amount of \$31,250.00, and accepted by JWB.
- ii. Each quarter thereafter, (October 1, January 1, and April 1), proceeds in the amount of \$31,250.00 shall be received and accepted by JWB.

b. Funds not expended during the term of the Agreement shall be remitted to the County.

3. Performance

a. The parties hereto intend to extend the term of the Interlocal Agreement By and Between Pinellas County and the Juvenile Welfare Board of Pinellas County, dated July 27, 2010, (hereinafter referred to as interlocal agreement), attached hereto as Attachment #1.

b. Funds received pursuant to this agreement shall be used to satisfy the County's responsibility under "Section 5 - Compensation", of the above referenced interlocal.

c. The County shall reimburse JWB for any additional costs exceeding the funds received pursuant to this agreement, in an amount not to exceed the budgeted amount set forth in the interlocal agreement upon receipt and acceptance of an invoice documenting such additional costs.

d. Should at any time the JWB be unable to perform under the interlocal agreement or this agreement created hereby, all fund retained pursuant to this agreement shall be returned to the County.

e. Should the JWB receive funds provided for in Section 2 of this agreement prior to full execution by the parties, the JWB shall inform the County immediately and all terms and conditions of this agreement shall be considered to be in full force and effect.

f. Failure of the JWB to comply with any of the provision of this agreement shall be considered a material breach of contract and shall be cause for immediate termination of the agreement at the discretion of the County and return of funds received under Section 2 of this agreement to the County.

4. Effective Date

This agreement shall take effect immediately upon execution by the parties hereto or upon receipt of funds from Palms of Pasadena Hospital L.P., whichever shall occur first.

5. Term

The term of this agreement shall begin as provided for in section 4 of this agreement and expire on September 30, 2014.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed
on this ____ day of _____, 2013.

ATTEST:
KEN BURKE
Clerk of Circuit Court

By: _____
Deputy Clerk

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

By: _____
Chairman

Date: _____

ATTEST:

**JUVENILE WELFARE BOARD,
CHILDREN'S SERVICES COUNCIL
OF PINELLAS COUNTY,**

By: Jan Chamo

By: Marcie R. Miller
Executive Director
Title

Date: 08/02/13

**APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY**

By: [Signature]
Attorney

INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND THE JUVENILE WELFARE BOARD

This agreement made and entered into this day of 2013, by and between Pinellas County, a political subdivision of the State of Florida (hereinafter called the "County") and the Juvenile Welfare Board of Pinellas County, an independent special district created by special act (hereinafter called "JWB").

WITNESSETH:

WHEREAS, the Pinellas County Board of County Commissioners and JWB desire to improve the user-friendliness, quality, productivity and effectiveness of human services in the County; and

WHEREAS, the Pinellas County Board of County Commissioners sponsored an examination of various strategies through which those improvements could occur, in which JWB and other community partners have participated; and

WHEREAS, this study process proposed the establishment of a Health and Human Services Coordinating Council to be guided by board members representing both the Pinellas County Board of County Commissioners and JWB; and

WHEREAS, the Health and Human Services Coordinating Council was intended to be of limited duration; and

WHEREAS, the Health and Human Services Coordinating Council recently dissolved; and

WHEREAS, the parties desire to retain an analyst responsible for examining the health and human services needs of the community from a collaborative perspective; and

WHEREAS, a Senior Research Assistant with knowledge of the community and history in working with health and human services issues in Pinellas County will be of benefit to the parties.

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

1. PURPOSE

That the Pinellas County Board of County Commissioners and JWB enter into an Interlocal Agreement: 1) to fund a Senior Research Assistant; and 2) to provide technology and support for joint projects that provide support services for at-risk low income families in Pinellas County for FY 2013-2014.

2. JWB RESPONSIBILITIES

- a. The JWB shall employ a Senior Research Assistant (SRA) for provision of services consistent with the purpose of this Agreement as provided for in section 1 of this Agreement.

- b. The JWB shall acquire and maintain such technology in order to perform special joint projects pursuant to the purpose of this Agreement as agreed to by the parties.
- c. The JWB shall be responsible for hiring and evaluating the (SRA).
- d. The (SRA) shall be subject to the human resources policies and procedures of JWB and JWB shall provide the day to day supervision of the (SRA).
- e. The JWB will be the fiscal agent for the project and all fiscal policies of the JWB will be followed. The JWB will be responsible for preparing quarterly and annual fiscal reports in a timely manner as required in section 3 of this Agreement.
- f. Office space and other related expenses for the (SRA) shall be provided by the JWB.
- g. Quarterly progress and financial reports will be prepared by the JWB and presented to the Board of County Commissioners through their designee in a form agreed to by the parties.

3. COMPENSATION

- a. The County will pay JWB \$130,000 for FY 2013-2014 to fund this Agreement.
- b. It is anticipated that JWB will receive \$125,000 of the \$130,000 in funds through the attached "Conditional Funding Agreement" as provided for in section 2 of that Agreement to satisfy \$125,000 of the County's \$130,000 payment obligation under this Agreement.
- c. Provided that JWB receives the \$125,000 through the "Conditional Funding Agreement" the County will remit the additional \$5,000 to satisfy its obligations hereunder directly to JWB within 30 days of receipt of an invoice from JWB for the \$5,000.
- d. In the event that JWB fails to receive all or part of the funds from the "Conditional Funding Agreement" for any reason whatsoever, the County will remain obligated to pay JWB the entire \$130,000 under this Agreement. In that instance the County will pay directly to JWB the \$130,000 in quarterly installments or the amount outstanding after JWB receives any payment pursuant to the "Conditional Funding Agreement". All other terms and conditions provided for in the "Conditional Funding Agreement" shall remain in effect.
- e. The County and JWB shall retain all records relating to this Interlocal Agreement for three (3) years after final payment is made. All records shall be subject to audit by the County.
- f. Payment of these committed funds pursuant to this Agreement is subject to the availability of funds.
- g. In the event that sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Agency of such occurrence and the Contract shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

4. TERMINATION

- a. Except as provided in subparagraphs below, this Agreement may be terminated by either party upon no less than thirty (30) days written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- b. In addition to the rights, as set forth in this section, this Agreement may be terminated by either party for any breach by the other party of the terms of this Agreement upon thirty (30) days written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Each party may at its discretion waive any breach by the other party in writing, but such waiver shall not constitute a waiver of any future breaches, including breaches of the same type.
- c. Following the termination of this Agreement, the parties shall remain equally liable for the payment of all expenditures incurred by the JWB for the (SRA) up to the effective date of termination.

5. DISPUTE RESOLUTION

- a. JWB and the County agree to contact each other immediately upon the occurrence of any serious concern that emerges during the term of this Agreement that may affect the continuance of the project or their partnership.
- b. JWB and the County agree that key staff will meet as quickly as is practical and reasonable to attempt to resolve any such concern or problem.

6. INDEMNIFICATION

The County and JWB agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by either the County or JWB. Nothing herein shall be construed as consent by the County or JWB to be sued by third parties in any manner arising out of this Agreement.

7. ASSIGNMENTS

- a. Neither the County nor the JWB shall assign the responsibility of this Agreement to another party without prior written approval of the other party.
- b. No such approval of any assignment shall be deemed in any event or in any manner to waive any obligation by JWB or the County as to the obligations provided for in this Agreement. All such assignments shall be subject to the conditions of this Agreement.

8. WAIVER

Both parties reserve the right to waive requirements of this Agreement where warranted by special circumstances.

9. AMENDMENTS

No amendments to this Agreement may be made without prior written approval of JWB and the County.

10. GOVERNING LAW

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

11. SEVERABILITY

The terms and conditions of the agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect, unless the particular clause, term or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives this ____ day of _____, 2013.

ATTEST:

Ken Burke
Clerk of the Court

By: _____
Deputy Clerk

**PINELLAS COUNTY, a political
subdivision of the
State of Florida, acting by and through
its Board of County Commissioners**

By: _____
Chairman

Date: _____

**APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY**

By: _____
Attorney

ATTEST:

By: Jean Chamo

**JUVENILE WELFARE BOARD OF
PINELLAS COUNTY**

By: Marcus J. [Signature]

Title Executive Director

Date: 08/02/13