

**AGREEMENT WITH THE SIXTH JUDICIAL CIRCUIT  
FOR DRUG COURT EXPANSION PROGRAM  
IN PINELLAS COUNTY, FLORIDA**

This agreement (“Agreement”) is entered into by and between the Sixth Judicial Circuit, in and for Pasco and Pinellas Counties, Florida, (“Court”) and Pinellas County, a political subdivision of the State of Florida (“County”).

On December 8, 2009, the Chief Judge of the Sixth Judicial Circuit entered Administrative Order 2009-074 PI-CIR, which established a post-adjudicatory drug court expansion program (“Drug Court Expansion Program”) in Pinellas County in accordance with sections 397.334, 948.01, and 948.06, Florida Statutes. The Court directly partners with the County to assist in acquiring and maintaining services that are necessary for Drug Court operation. Under this partnership, the County maintains contracts with local treatment providers to provide licensed substance abuse treatment, drug testing, and ancillary services for adult offenders in the Drug Court Expansion Program.

On July 1, 2017, the Court expects to receive an appropriation of general revenue funds from the Florida Legislature (“Legislative Funds”) for prison-bound offenders in post-adjudicatory drug court, including residential treatment services. The purpose of this Agreement is to transfer the Legislative Funds from the Court to the County to fund the treatment providers under contract with the County. In consideration of the mutual covenants and provisions contained herein, the Court and County agree as follows:

**SCOPE OF SERVICES**

1. From the Legislative Funds, the Court will reimburse the County for payment of services provided to the offenders in the Drug Court Expansion Program in Pinellas County for the period of July 1, 2017 through June 30, 2018, including expenditures for personnel in the County’s Office of Justice Coordination for administration of the Legislative Funds. The total amount of reimbursement for treatment services and personnel expenditures during the contract period shall not exceed \$599,928.00 and is contingent on the availability of funds appropriated by the Florida Legislature and the Court’s approval of a budget. The Parties agree that the provision of these funds by the Court to the County is intended solely to provide the County with resources to fund treatment providers for the Drug Court Expansion Program and it will not give the Court any role in the County’s contractual relationships with treatment providers. The Court will continue to determine offender eligibility in accordance with state law. Under the funding partnership:

- a. The County agrees to incorporate accountable contractual requirements as provided by the Courts into a Request for Proposal (RFP) for services effective in FY2018 including a detailed overview of services, a service delivery plan, compliance to monitoring standards, detailed reporting standards, and detailed penalties in effective for failure to deliver outlined services. These contractual requirements are attached as Appendix A to this Agreement.
- b. The Court agrees to review and approve the program RFP document prior to release for public proposals.

- c. The Court agrees to participate in the selection process as a result of the RFP to effectively rank and select service delivery providers.
- d. The Court agrees to assist the County in compliance monitoring to include, but not limited to, reporting on service failures, service delivery concerns, and ongoing service levels.
- e. In the event that State funds are withheld from the County for previously paid invoices, and reimbursement or withholding is not able to occur from the service provider, the Court agrees to reimburse the difference from Pinellas County appropriated general fund dollars for Division N to ensure budget neutrality.

2. The County will provide or contract with service providers to provide licensed substance abuse treatment, drug testing, and ancillary services for adult offenders who are deemed eligible for the Drug Court Expansion Program pursuant to sections 397.334, 948.01, and 948.06, Florida Statutes, Sixth Judicial Circuit Administrative Order 2016-11 PI-CIR, and any subsequent Administrative Orders. Offenders shall be provided with all needed services identified, contingent upon those services being available in the community.

3. Services may include outpatient and residential treatment for substance abuse and mental health disorders for the offender pursuant to an evidence-based assessment conducted by the treatment provider to determine the most appropriate treatment modality. Treatment services may also include, but are not limited to, costs for assessments, case management, operating expenses, and educational materials for staff. Ancillary services for offenders may include, but are not limited to, bus passes, transitional housing, educational materials and services, and employment assistance.

## **BUDGET AND INVOICING PROCEDURES**

4. The Court will develop a budget for the provision of treatment provider services. The budget must be established before any Legislative Funds are disbursed under this Agreement. Proposed changes to the approved budget must be approved by the Court prior to expenditures being reported and reimbursed by the Court. All service providers are required to report the amount of participant fees or co-pays collected with the total number of participants who have paid such fees or co-pays on a quarterly or monthly basis, to be provided to the Court when requested.

5. Contingent upon the receipt of Legislative Funds by the Court, the County will pay all treatment providers administering services to offenders in the Drug Court Expansion Program prior to reporting the expenditures to the Court for reimbursement. The County will submit monthly invoices to the Sixth Judicial Circuit's Trial Courts Administrator or her designee for review. Invoices will be submitted by the 20th day of the following month for services provided and program expenditures paid by the County for which reimbursement is requested. Final invoices for expenses incurred from July 1, 2017 through June 30, 2018 must be received no later than 30 days after the termination date of this Agreement.

6. Monthly invoices will be reported using the invoice templates included as Appendix B to this Agreement. All invoices must include record of payment with payment date and check number, and a record of type of service or expense claimed, including an invoice with

the number of units, cost per unit, total cost, and number of clients served, if applicable. Salaries and benefits claimed must include a payroll record with the number of hours paid, hourly rate, copies of all timesheets, and the number of clients served by each employee, if applicable.

7. Monthly invoices will be reviewed by the Trial Courts Administrator or her designee for reimbursement from the Legislative Funds. Payments will be made in accordance with section 215.422, Florida Statutes. Only those expenditures included in the approved budget will be reimbursed, unless the expenditure was approved by the Court prior to submission of the invoice pursuant to Paragraph 4. The Court will not reimburse the County for any services rendered prior to the execution date or after the termination date of this Agreement.

8. The County will provide the Court with additional reports for auditing purposes as requested and will comply with the provisions of the Florida Single Audit Act, section 215.97, Florida Statutes, if applicable.

### **RECORDS MAINTENANCE**

9. The County will take all appropriate measures to protect the privacy and confidential information obtained or created by the County during the course of its performance under this Agreement. All treatment records and information shall be subject to the confidentiality provisions of 42 U.S.C. § 290dd-2 (HIPPA) and Chapter 397 (Marchman Act).

10. The County will retain and maintain any and all documents, data, or other materials related to this Agreement for four years after final payment has been made under this Agreement and all pending matters have been closed. If an audit, litigation, or other action involving maintenance of the records commences prior to the end of the four year period, the County will maintain the records until the action is resolved.

### **INSURANCE AND LIABILITY**

11. The County will be insured or self-insured pursuant to section 768.28, Florida Statutes. The County will require proof that all service providers are adequately insured to protect the Court from any claims arising under section 768.28, Florida Statutes.

12. The County and Court agree to be responsible for their own acts of negligence, or their respective agents' act of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence to the extent permitted by section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of sovereign immunity by the County or the Court. Nothing herein shall be construed as consent by the County or Court to be sued by third parties in any manner arising out of this Agreement.

### **CONTACT PERSONS**

13. In order to better effectuate this Agreement, the parties have designated the following persons to act as the point of contact:

- a. The Court designates Michelle Ardabily to act as its point of contact.
- b. The County designates Deborah Berry to act as its point of contact.

## **DISPUTES**

14. Should any disputes arise regarding this Agreement or disputes relating to a topic discussed in this Agreement, such disputes shall be resolved by the Court within a reasonable time of receiving written notice of the dispute.

## **EFFECTIVE DATE**

15. This Agreement shall be effective from July 1, 2017 until June 30, 2018, or until legislative funds cease, or until the Parties terminate the Agreement.

## **ASSIGNMENT/TERMINATION**

16. Except as expressly provided by this Agreement, neither party may subcontract, assign, or transfer its rights or obligations under this Agreement without prior written consent of the other party.

17. Each party reserves the right to cancel this Agreement without cause by giving thirty (30) days written notice, or with cause if at any time a party fails to fulfill or abide by any of the terms or conditions specified. Failure of a party to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and shall be cause for immediate termination of the Agreement at the discretion of the non-breaching party.

## **BACKGROUND CHECKS**

18. The County agrees that it will incorporate the following requirements into its agreement(s) with the treatment providers for the Drug Court Expansion Program. The treatment providers will agree that the Court requires criminal history records checks on any staff, employees, or subcontractor staff that has access to confidential information, resources, or facilities operated in whole or in part with funding from this Agreement unless formally waived in writing by the Court's Contract Manager. The treatment provider has the responsibility to pay for any criminal records check required as a part of its normal operations.

19. The criminal history records check must be completed in accordance with sections 394.4572, 408.809 and 435.12, Florida Statutes, within 30 calendar days after the start of employment. A letter certifying that no disqualifying crimes were identified must be submitted to the Court's Contract Manager. If the treatment provider adds additional employees during the term of the Agreement, the names of those staff, employees or subcontractor staff must be provided to the Court's Contract Manager within 7 days of beginning work. The treatment provider shall resubmit updated Criminal History Records Checks certification letters every five (5) years from the prior criminal history records check as long as the Agreement is in force.

20. If any disqualifying crimes are present on the record, the treatment provider agrees to remove the employee from the worksite; terminate the employee's access to confidential information resources, participants, and the participant's family members; and ban the employee from working on services under this contract.

21. During the term of the Agreement, the treatment provider shall report in writing to the Court's Contract Manager, the arrest, charge, or Notice to Appear for an alleged commission of a disqualifying crime in any state or other jurisdiction for any staff, employee, or subcontractor assigned to this Agreement within one (1) business day of the treatment provider's knowledge. The notice shall include the treatment provider's name, the staff member's name, and the location and nature of the alleged violation. The Court reserves the right to require the treatment provider to immediately suspend or terminate the staff member's work under this Agreement, and access to confidential information obtained or maintained under this agreement. The treatment provider shall notify the Court within ten (10) calendar days of case disposition.

#### **ENTIRE AGREEMENT**

22. This Agreement constitutes the entire agreement between the parties regarding the Drug Court Expansion Program. The Agreement and attachments may only be amended in writing and signed by both parties.

23. Nothing contained in this Agreement changes or preempts any Constitutional or statutory responsibilities of the parties.

ACCORDINGLY, the parties hereto, through their lawful representative(s) hereby enter this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**Attest:**

**KEN BURKE, CLERK OF THE  
CIRCUIT COURT**

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

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Chairman

Date:\_\_\_\_\_


Date:\_\_\_\_\_

**SIXTH JUDICIAL CIRCUIT COURT**

\_\_\_\_\_  
Trial Courts Administrator

Date:\_\_\_\_\_

APPROVED AS TO FORM

By:   
\_\_\_\_\_  
Office of the County Attorney

Date:\_\_\_\_\_