Change Order No. 1

Scope of Work

Contract No. 167-0087-B Adult Drug Court Treatment - Division ${\bf Z}$

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2.	Outpatient Drug		CRIPTION Pinellas County will contract with a Provider who will provide
	Court Treatment		owing Outpatient Level II and III drug treatment services in both North
	Services		outh Pinellas County:
		2.1.1.	Group Counseling Services: Counseling services will be available day
			and night, and will be offered two hours daily, twice weekly, for a minimum
			of 12 weeks for Outpatient Level II and four times weekly, for a minimum
			of 12 weeks for Outpatient III.
		2.1.2.	Screenings, Assessments, and Recommendations: Screenings,
			assessments, and subsequent recommendations, if any, will be provided
			to the Court.
			Evaluations: Provider will provide individual treatment and discharge
		2.1.0.	planning and periodic treatment evaluations.
		211	Drug Screenings: Provider will give urine drug screenings (UDS) or oral
		2.1.4.	
		215	swab drug screenings on a random basis.
		2.1.5.	Referrals: Consultation or referral arrangements will be made where
		0.4.0	psychiatric, medical, or other social services are deemed appropriate.
		2.1.6.	Self-Help Groups: Provider will encourage clients to participate in
			community self-help groups such as Narcotics Anonymous and
			Alcoholics Anonymous. Attendance at these meetings shall not
			constitute part of the requirement for substance abuse counseling.
		2.1.7.	Court Appearances: Provider will make court appearances as required
			by the Court.
		2.1.8.	Data and Status Information: Provider will provide client-related data
			and status information to Adult Drug Court in a manner and in a format as
			required by the Court. This format may include electronic data submission
			meeting court-determined specifications.
		2.1.9.	Post-treatment Drug Screenings: Provider will give urine drug
			screenings (UDS) or oral swab drug screenings on a random basis as
			ordered up to 40 weeks following active treatment.
		2.1.10.	Unspecified Services: Services not identified in this Agreement that will
			enable Pinellas County to more effectively meet the objectives stated in
			Paragraphs (I)(A)(1) and (I)(A)(2) of the main Agreement. Submission of
			a justification document, a request and prior written approval from the
			Court's Project Manager are required for these services to be
			reimbursed under this Agreement.
		2.2. PER	FORMANCE STANDARDS Pinellas County will incorporate the
			wing Performance Standards into its agreement with the Provider:
			Outpatient services will be provided in accordance with Chapter 65D-
			30, F.A.C.
		2.2.2.	Individual treatment and discharge planning will be made within 30 days
			of referral by the Court. Treatment evaluations will be made every 30
			days while in treatment.
		2.2.3.	Outpatient group counseling services shall be no larger than 20 persons
		2.2.0.	per group.
		2.2.4.	Random drug screening or oral swab drug screening will be given at
		۷.۷.٦.	least weekly for multiple drugs during the course of treatment and up to
			12 weeks thereafter on a frequency basis as ordered by the Court.
		2.2.5.	Provider will notify Adult Drug Court when a client arrives for screening
		۷.۷.	no later than the next drug court judicial review hearing.
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		2.2.6.	Provider will notify Adult Drug Court of the treatment start date no later
		227	than the next drug court judicial review hearing.
		2.2.7.	Provider will provide evaluation recommendations at the next drug court
			judicial review hearing.

Provider will provide Adult Drug Court with reports for judicial reviews no later than 48 hours prior to a regularly scheduled judicial review hearing (including attendance, UDS results, treatment progress reports). Reports will be electronically submitted to the drug court via secure connections, which can include direct submission through the drug court's web-based drug court case management system. Provider will immediately notify Adult Drug Court of termination, discharge, or elopements, violation of the terms of treatment (i.e., failed drug screens, missed treatment appointments, etc.), and hospitalization or significant disruption of treatment process. Discharge notice shall also be provided to the Department of Corrections. 2.2.10. Provider will submit weekly written reports to Court on treatment availability status and size of wait lists. 2.3. FINANCIAL CONSEQUENCES Pinellas County's agreement with provider will allow the Court to impose the following financial penalties on Provider if Provider does not meet the relevant performance standard: Outpatient services that do not meet the standards set by Chapter 65D-2.3.1. 30, F.A.C., will be considered a material breach of the obligation to provide outpatient services. The Court will refuse to pay any invoices for the outpatient services that do not meet the standards until the breach is cured, require Pinellas County to cancel the contract with Provider and find a new Provider, or both. 2.3.2. Outpatient and Medical services appointments not scheduled within 7 business days of the completion of the individual treatment plan will result in a reduction in an amount equal to \$25 per day past 7 for each Participant not scheduled from the invoice reimbursement. If Provider does not timely meet the requirements of sections 2.2.5. 2.2.6, 2..2.7, 2.2.8, or 2.2.9 the invoice reimbursement will be reduced by \$25 for each day Provider is late. If Provider fails to make a required court appearance, the invoice reimbursement will be reduced by \$25 for each appearance missed. 2.3.5. If client-related data and status information is not available in the required format, the invoice reimbursement will be reduced by \$25 for each day data is unavailable. If Provider does not timely provide a weekly written report to the Court 2.3.6. on treatment availability, the invoice reimbursement will be reduced by \$50 for each missed report. DESCRIPTION Pinellas County will contract with a Provider who will provide Non-secure 3. the following six-month, two-part residential treatment service for each client Residential referred by the Court: Drug Court Treatment 3.1.1. Pinellas County Justice Coordination will cover administrative costs for Services Pinellas County acting as Fiscal Agent. These costs cover acquisition, oversight and reporting regarding the Treatment Services contracts. 3.1.2. Part One: Part one of the treatment service will involve two months of intensive drug treatment where the client remains at the facility 24 hours per day, at least ten hours of treatment per week, and at least one individual and three group counseling sessions per week. 3.1.3. Part Two: Part two of the treatment service shall involve four months of employment/re-entry treatment and training where the client resides at the facility. The client must leave the facility for full-time employment, but is required to return each evening for additional services. During part two, each client must also receive at least six hours of treatment per week and at least one individual counseling session and two group sessions per week. 3.1.4. **Throughout:** Throughout the entire six-month program, clients shall receive frequent, random drug testing, consultation or referral arrangements for any mental health, medical, or other social service

- needs as deemed appropriate, and means of transportation to bring clients to court as needed. Random drug screens shall also be provided for up to 26 weeks thereafter on a frequency basis as ordered by the Court
- 3.1.5. **Court Appearances:** Provider will make court appearances as required by the Court.
- 3.1.6. **Data and Status Information:** Provider will provide client-related data and status information to Adult Drug Court in a manner and in a format as required by the Court. This format may include electronic data submission meeting court-determined specifications.
- 3.1.7. **Post-treatment Drug Screenings:** Provider will give urine drug screenings (UDS) or oral swab drug screenings on a random basis as ordered up to 26 weeks following active treatment.
- 3.1.8. **Aftercare Counseling Sessions**: Provider will provide aftercare counseling sessions for a period of up to 12 weeks after completion of active treatment.
- 3.1.9. **Unspecified Services:** Services not identified in this Agreement that will enable the Pinellas County to more effectively meet the objectives stated in Paragraphs (I)(A)(1) and (I)(A)(2) of the main Agreement. Submission of a justification document, a request and prior written approval from the Court's Project Manager are required for these services to be reimbursed under this Agreement.
- 3.2. <u>PERFORMANCE STANDARDS</u> Pinellas County will incorporate the following Performance Standards into its agreement with the Provider:
 - 3.2.1. All services must meet the standards set by Rule 65D-30, F.A.C.
 - 3.2.2. Random drug screening or oral swab drug screening will be given at least weekly for multiple drugs during the course of treatment and up to 40 weeks thereafter on a frequency basis as ordered by the Court.
 - 3.2.3. Provider will notify Adult Drug Court when a client arrives for screening no later than the next drug court judicial review hearing.
 - 3.2.4. Provider will notify Adult Drug Court of the treatment start date no later than the next drug court judicial review hearing.
 - 3.2.5. Provider will provide evaluation recommendations at the next drug court judicial review hearing.
 - 3.2.6. Provider will provide Adult Drug Court with reports for judicial reviews no later than 48 hours prior to a regularly scheduled judicial review hearing (including attendance, UDS results, treatment progress reports). Reports will be electronically submitted to the drug court via secure connections, which can include direct submission through the drug court's web-based drug court case management system.
 - 3.2.7. Provider will immediately notify Adult Drug Court of termination, discharge, or elopements, violation of the terms of treatment (i.e., failed drug screens, missed treatment appointments, etc.), and hospitalization or significant disruption of treatment process.
 - 3.2.8. Provider will submit weekly written reports to Court on treatment availability status and size of wait lists.
- 3.3 <u>FINANCIAL CONSEQUENCES</u> Pinellas County's agreement with Provider will allow the Court to impose the following financial penalties on Provider if Provider does not meet the relevant performance standard:
 - 3.3.1. Housing that does not meet the standards set by Rule 65D-30, F.A.C. will be considered a material breach of the obligation to provide residential treatment services. The Court will refuse to pay any invoices for the residential treatment services that do not meet the standards until the breach is cured, require Pinellas County to cancel the contract with Provider and find a new Provider, or both..
 - 3.3.2. If Provider does not timely meet the requirements set out under sections 3.2.4, 3.2.5, 3.2.6, 3.2.7, or 3.2.8, the invoice reimbursement will be reduced by \$25 for each day Provider is late.

		 3.3.3. If Provider fails to make a required court appearance, the invoice reimbursement will be reduced by \$25 for each appearance missed. 3.3.4. If client-related data and status information is not available in the required format, the invoice reimbursement will be reduced by \$25 for each day
		data is unavailable. 3.3.5. If Provider does not timely provide a weekly written report to the Court on treatment availability, the invoice reimbursement will be reduced by \$50 for each missed report.
4.	Transitional Housing	 4.1. <u>DESCRIPTION</u> Pinellas County will contract with a Provider who will provide the following transitional housing for eligible, prison-diverted clients as referred by the Court: 4.1.1. Face-to-Fact Visits: Provider will conduct face-to-face visits with eligible clients for screening/assessment, coordination of services, client registration, and follow-up. 4.1.2. Coordination: Provider will coordinate services with Non-adjudicatory Adult Drug Court Expansion partners to meet the needs of participating drug court defendants throughout Pinellas County, Florida. 4.1.3. Referrals: Consultation or referral arrangements will be made where psychiatric, medical, or other social services are deemed appropriate. 4.1.4. Data and Status Information: Client-related data and status information will be provided in a manner and in a format as required by the Court. This format may include electronic data submission meeting court-determined specifications. 4.1.5. Unspecified Services: Services not identified in this Agreement that will enable Pinellas County to more effectively meet the objectives stated in Paragraphs (I)(A)(1) and (I)(A)(2) of the main Agreement. Submission of a justification document, a request and prior written approval from the
		Court's Project Manager are required for these services to be reimbursed under this Agreement. 4.2. PERFORMANCE STANDARDS Pinellas County will incorporate the following
		Performance Standards into its agreement with the Provider: 4.2.1. The housing meets the standards set in Rule 65E-4.016, F.A.C. 4.2.2. Staff is on-call 24 hours per day, 7 days per week. A staff member must respond by telephone within two hours of a call. 4.2.3. Staff is on site and has contact with each participant at least once per week. Multiple visits may be required until all residents are contacted. 4.2.4. Staff will notify the Court of the status of the resident, including any referrals made or recommended through written report at each drug court
		status hearing. 4.2.5. Provider shall notify Adult Drug Court of service termination no later than the next drug court judicial review hearing. 4.2.6. Provider shall communicate with Court staff regarding transitional housing bed availability and wait lists on a monthly basis. 4.3. FINANCIAL CONSEQUENCES Pinellas County's agreement with Provider will
		allow the Court to impose the following financial penalties on Provider if Provider does not meet the relevant performance standard: 4.3.1. If housing does not meet the standards set by Rule 65-E-4.016, F.A.C., it will be considered a material breach of the obligation to provide transitional housing. The Court will refuse to reimburse invoices for transitional housing until the breach is cured, require Pinellas County to cancel its contract with Provider and find a new Provider, or both.
		4.3.2. Each instance that a staff member cannot be reached within 2 hours of a call will result in a \$25 assessment against the invoice reimbursement, up to a maximum of \$500 per day. 4.3.3. For each day beyond a scheduled drug court status hearing for which a participant status report is not provided, \$25 will be deducted.

		4.3.4. For each day that Provider is late with providing notification of termination or communication with Court staff regarding bed availability, \$25 will be deducted from the invoice reimbursement.
5.	Substance Abuse/Mental Health Screening Assessments	 5.1. DESCRIPTION Pinellas County will contract with a Provider who will provide the following Adult Drug Court assessment services: 5.1.1. Monthly Assessments: Provider will perform (30–45 minute) assessments each month of drug court clients and prospective drug court clients who are not represented by private counsel. Assessments will be performed in person and at a Provider location for out-of-custody clients and at the Pinellas County Jail for in-custody clients. 5.1.2. Assessment Tool: Provider will use an assessment tool that is evidence-based, looks at drug use severity, and identifies major mental health problems, motivation for treatment, and criminal thinking patterns. 5.1.3. Staff Qualifications: Provider must demonstrate staff qualifications for the administration of the chosen instruments. 5.1.4. Assessment Report: The assessment tool should produce a concise report that will help the Court determine proper treatment considerations, including recommended drug treatment level and recommended ancillary services. 5.1.5. Hearing Appointment Slots: Provider must provide available appointment slots for arraignment/pretrial hearings so that defendants can be assigned assessment appointments. 5.1.6. Copayments: Copayments, or fees paid directly to the provider by the defendants to be assessed, can be proposed for each scheduled assessment appointment that is not cancelled with at least 48 hours notice. Copayments may be charged in advance of all out-of-custody assessments. Advance collection of copayments for defendants in custody may not be possible, and the Adult Drug Court will offer some assistance in collecting these copayments at later phases of drug court for all defendants remaining in drug court who have not yet remitted these copayments. However some copayments must be assumed to be uncollectible in pricing these services. 5.1.7. Unspecified Services: Services not identified in this Agreement that will enable Pinellas County t
		5.2.5. Assessment appointments schedules shall be provided to the court so that participant appointments can be readily assigned. 5.3. <u>FINANCIAL CONSEQUENCES</u> Pinellas County's agreement with Provider will allow the Court to impose the following financial penalties on Provider if Provider does not meet the relevant performance standard:

		5.3.1. If any assessment reports are not submitted within three weeks of referral
		or seven days before the next scheduled court date, whichever is sooner, \$50 will be reduced from the invoice reimbursement.
6.	Mentoring Services	6.1. <u>DESCRIPTION</u> Pinellas County will contract with a Provider who will provide an adult mentoring service for male and female offenders. Mentoring will involve communication, be relationship-based, and will take on many forms such as traditional one-to-one, group/team mentoring, and peer-to-peer mentoring.
		6.2. <u>PERFORMANCE STANDARDS</u> Pinellas County will incorporate the following performance standards into its agreement with Provider:
		6.2.1. Recruit, screen and retain at least five mentors at any given time.6.2.2. Assign mentors to participants requesting them within two weeks of referral.
		6.2.3. Mentor will attempt to make a minimum of four contacts with each mentee per month
		6.2.4. Provider will provide monthly mentor activities report to court.
		6.3. <u>FINANCIAL CONSEQUENCES</u> Pinellas County's agreement with Provider will allow the Court to impose the following financial penalties on Provider if Provider does not meet the relevant performance standard:
		6.3.1. If Provider has fewer than five mentors for more than 45 calendar days, the Court will deduct \$25 per mentor per day from the invoice reimbursement.
		6.3.2. If any drug court client is not matched with a requested mentor within 2 weeks of referral, \$20 will be reduced from the invoice reimbursement for each subsequent day the client is not yet matched with a mentor.
		6.3.3. Less than four attempted contacts per month by a mentor assigned for the entire month will result in a deduction of \$20 per each missed contact attempt under 4.
		6.3.4. For each missing mentor activities report, \$50 will be reduced per day after notice until remedied.