

Attachment A: Scope of Work/Additional Provisions

PART 1 — GENERAL INFORMATION

Section A – Background

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, 2021, 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.

Section B –Definitions

“Court” refers to the Sixth Judicial Circuit Court, in and for Pasco and Pinellas Counties, Florida.

“Provider” refers to a qualified, licensed entity, chosen by Pinellas County, providing substance abuse treatment, drug testing, or ancillary services for adult offenders eligible for the Drug Court Expansion Program pursuant to sections 397.334, 948.01, and 948.06, Florida Statutes, Sixth Judicial Circuit Administrative Order 2016-011 PI-CIR, and any subsequent Administrative Orders.

PART 2 — DELIVERABLES

The deliverable for this contract will be a calendar month of providing the services listed below for all Program Applicants. The services must meet the minimum performance standards to be eligible for payment under this contract. Services that do not meet the minimum standard will be subject to the adjustment methodology specified in the Financial Consequences section for the service.

WITH THE EXCEPTION OF THE COUNTY SALARIES AND BENEFITS DELIVERABLES, THE VALUE OF EACH DELIVERABLE IS BASED ON THE QUANTITY OF SERVICES PERFORMED. THE COUNTY SALARIES AND BENEFITS DELIVERABLE SHALL BE BASED ON COST REIMBURSEMENT.

SECTION A – SERVICE AREAS		
ID #	TITLE	DESCRIPTION/PERFORMANCE STANDARDS/FINANCIAL CONSEQUENCES
1.	County Salary and Benefits	1.1 <u>DESCRIPTION</u> Pinellas County Human Services will act as Fiscal Agent for the Legislative funds, performing all necessary tasks for acquisition, oversight and reporting regarding the associated treatment services contracts. 1.1.1. Staffing: Provide sufficient staff to cover workload to accomplish standard.
		1.2 <u>PERFORMANCE STANDARDS</u> Pinellas County will: 1.2.1 Provide staff time as budgeted in this agreement. 1.2.2 Appoint another staff member to perform the duties of any staff member who is absent for more than 10 consecutive business days. 1.2.3 Fill any vacant positions within 45 calendar days.

		<p>1.3 <u>FINANCIAL CONSEQUENCES</u> The Court will impose the following financial penalties on Pinellas County if Pinellas County does not meet the relevant performance standard:</p> <p>1.3.1. If Pinellas County has insufficient staff to cover the workload required by this service for more than 10 days, the Court will deduct \$25 per day from invoice total.</p> <p>1.3.2. If a position is vacant for more than 45 calendar days, the Court will deduct \$25 per day from invoice total.</p>
2.	Outpatient Drug Court Treatment Services	<p>2.1. <u>DESCRIPTION</u> Pinellas County will contract with a Provider who will provide the following Outpatient Level II and III drug treatment services in both North and South Pinellas County:</p> <p>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.</p> <p>2.1.2. Screenings, Assessments, and Recommendations: Screenings, assessments, and subsequent recommendations, if any, will be provided to the Court.</p> <p>2.1.3. Evaluations: Provider will provide individual treatment and discharge planning and periodic treatment evaluations.</p> <p>2.1.4. Drug Screenings: Provider will give urine drug screenings (UDS) or oral swab drug screenings on a random basis.</p> <p>2.1.5. Referrals: Consultation or referral arrangements will be made where psychiatric, medical, or other social services are deemed appropriate.</p> <p>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.</p> <p>2.1.7. Court Appearances: Provider will make court appearances as required by the Court.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>2.2. <u>PERFORMANCE STANDARDS</u> Pinellas County will incorporate the following Performance Standards into its agreement with the Provider:</p> <p>2.2.1. Outpatient services will be provided in accordance with Chapter 65D-30, F.A.C.</p> <p>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.</p> <p>2.2.3. Outpatient group counseling services shall be no larger than 20 persons per group.</p> <p>2.2.4. 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 12 weeks thereafter on a frequency basis as ordered by the Court.</p>

		<p>2.2.5. Provider will notify Adult Drug Court when a client arrives for screening no later than the next drug court judicial review hearing.</p> <p>2.2.6. Provider will notify Adult Drug Court of the treatment start date no later than the next drug court judicial review hearing.</p> <p>2.2.7. Provider will provide evaluation recommendations at the next drug court judicial review hearing.</p> <p>2.2.8. 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.</p> <p>2.2.9. 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.</p> <p>2.2.10. Provider will submit weekly written reports to Court on treatment availability status and size of wait lists.</p> <hr/> <p>2.3. <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:</p> <p>2.3.1. Outpatient services that do not meet the standards set by Chapter 65D-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.</p> <p>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.</p> <p>2.3.3. 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.</p> <p>2.3.4. If Provider fails to make a required court appearance, the invoice reimbursement will be reduced by \$25 for each appearance missed.</p> <p>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.</p> <p>2.3.6. 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.</p>
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3.	Non-secure Residential Drug Court Treatment Services	<p>3.1 <u>DESCRIPTION</u> Pinellas County will contract with a Provider who will provide the following variable length (8-18 months), two-part residential treatment service for each client referred by the Court:</p> <p>3.1.1. Pinellas County Human Services will cover administrative costs for Pinellas County acting as Fiscal Agent. These costs cover acquisition, oversight and reporting regarding the Treatment Services contracts.</p> <p>3.1.2. Part One: Part one of the treatment service will involve an estimated 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.</p> <p>3.1.3. Part Two: Part two of the treatment service shall involve an estimated 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.</p> <p>3.1.4. Throughout: Throughout the entire residential 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.</p> <p>3.1.5. Court Appearances: Provider will make court appearances as required by the Court.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>3.2. <u>PERFORMANCE STANDARDS</u> Pinellas County will incorporate the following Performance Standards into its agreement with the Provider:</p> <p>3.2.1. All services must meet the standards set by Rule 65D-30, F.A.C.</p> <p>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.</p> <p>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.</p> <p>3.2.4. Provider will notify Adult Drug Court of the treatment start date no later than the next drug court judicial review hearing.</p> <p>3.2.5. Provider will provide evaluation recommendations at the next drug court judicial review hearing.</p> <p>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</p>
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4.	Transitional Housing	<p>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:</p> <p>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.</p> <p>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, FL.</p> <p>4.1.3. Referrals: Consultation or referral arrangements will be made where psychiatric, medical, or other social services are deemed appropriate.</p> <p>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.</p> <p>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.</p>

		<p>4.2. PERFORMANCE STANDARDS Pinellas County will incorporate the following Performance Standards into its agreement with the Provider:</p> <p>4.2.1. The housing meets the standards set in Rule 65E-4.016, F.A.C.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>4.2.5. Provider shall notify Adult Drug Court of service termination no later than the next drug court judicial review hearing.</p> <p>4.2.6. Provider shall communicate with Court staff regarding transitional housing bed availability and wait lists on a monthly basis.</p> <p>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:</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
5.	Substance Abuse/ Mental Health Screening Assessments	<p>5.1. DESCRIPTION Pinellas County will contract with a Provider who will provide the following Adult Drug Court assessment services:</p> <p>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.</p> <p>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. Part of the assessment process may involve conducting a drug screen.</p> <p>5.1.3. Staff Qualifications: Provider must demonstrate staff qualifications for the administration of the chosen instruments.</p> <p>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.</p> <p>5.1.5. Hearing Appointment Slots: Provider must provide available appointment slots for arraignment/pretrial hearings so that defendants can be assigned assessment appointments.</p> <p>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</p>

		<p>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.</p> <p>5.1.7. 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.</p>
		<p>5.2. PERFORMANCE STANDARDS Pinellas County will incorporate the following performance standards into its agreement with Provider:</p> <p>5.2.1. Provider must provide locations for assessments and secure entry to jail for jail-based assessments.</p> <p>5.2.2. Assessments must be provided using an evidence-based tool.</p> <p>5.2.3. Assessments will be performed by statutorily qualified assessors.</p> <p>5.2.4. Reports, with recommendations, must be submitted within three weeks from the time of referral or seven days before the next scheduled court date, whichever is sooner. Reports should be electronically submitted to the drug court via secure connections.</p> <p>5.2.5. Assessment appointments schedules shall be provided to the court so that participant appointments can be readily assigned.</p> <p>5.3. 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:</p> <p>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.</p>

PART 3 — WORK REQUIREMENTS

A. Budget and Invoicing Procedures

1. The Court will develop an annual budget each year 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.

2. 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 15th day of the following month for services provided and program expenditures paid by the County for which reimbursement is requested. Invoices shall be submitted to the following address: Sixth Judicial Circuit Administration, 14250 49th Street N., Suite 1250, Clearwater, Florida 33762. Final invoices for expenses incurred in each state fiscal year (ending June 30 each year) must be received no later than 30 days after the termination date of the end of the state fiscal year.

3. Monthly 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.

4. Monthly invoices will be reviewed by the Trial Courts Administrator or her designee for reimbursement from the Legislative Funds in accordance with section 215.422, Florida Statutes. Only those expenditures included in the approved budget, less any financial consequence adjustments, will be reimbursed. The Court will not reimburse the County for any services rendered prior to the execution date or after the termination date of this Agreement.

5. 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.

6. From the Legislative Funds, the Court will reimburse the County for payment of services provided to the offenders in the Drug Court Expansion Program, less any financial consequence adjustments, during the term of this Agreement, including expenditures for personnel in the County's Office of Human Services for administration of the Legislative Funds. The total amount of reimbursement for treatment services and personnel expenditures during the first year of the contract period shall not exceed \$600,000, 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:

7. 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.

B. Performance Accountability Measures Form

1. Pinellas County will provide each month, based on information obtained from the Providers, a completed Performance Accountability Measures (PAM) form, attached to this Agreement as Attachment C, and all supporting documentation required by the PAM form.

2. Documentation required by the PAM form that does not change from month to month, such as Provider licenses, will reside in the contract manager's office and does not need to be resubmitted each month.

3. The PAM form will be submitted each month by the 15th day of the following month along with the invoices to the following address: Sixth Judicial Circuit Administration, 14250 49th Street North, Suite 1250, Clearwater, Florida 33762.

4. If the PAM form is not delivered with the invoice, the invoice will not be accepted or paid until both the invoice and PAM form are received.

C. Corrective Action

1. Should the Court identify any deficiency based on contract requirements, which the Court, in its sole discretion, deems to be of significant magnitude, the Court may notify the Contractor of the deficiency and of the need to submit a corrective action plan (CAP).

2. Upon such notification, the Contractor shall submit a formal written CAP within ten (10) business days of the date of the letter from the Court requiring submission of a CAP. The CAP shall be sent to the Contract Manager for review approval determination.

3. The Court shall notify the Contractor in writing of the acceptance or unacceptability of the CAP within five (5) business days of receipt of the CAP. If the CAP is unacceptable, the Court shall provide a written statement identifying in reasonable detail, why OSCA believes the CAP will not result in correction of the cited deficiencies. The Contractor shall have five (5) business days from receipt of the rejection letter to submit a revised CAP or letter of explanation.

4. Upon acceptance of the CAP, the Contractor shall have, at the discretion of the Court, up to thirty (30) calendar days to implement and successfully complete the agreed upon CAP. Acceptance of the CAP by the Court does not guarantee the implementation will result in elimination of future deficiencies.

5. The CAP will remain in effect until all deficiencies are corrected. Updates on the status of the plan will be required as determined by the Court's Contract Manager.

6. The Contractor's failure to respond to a request for a CAP, provide an acceptable CAP, or meet the requirements set forth in the CAP may result in termination of the contract, pursuant to the termination provisions set forth in this contract. The Court reserves the right to exercise other remedies as permitted by law.

D. Financial Consequences for Corrective Action Plans

During the period of any corrective action plan, the Court will withhold 25% of the Contractor's invoices until such time as the CAP is complete and the deficiencies are cured. At the end of a successful CAP, the Court will release the withheld amounts to the Contractor. Failure to complete the CAP on time or to cure the deficiencies will result in a forfeiture of the withheld amounts.