

**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 ("Contractor" or "County").

WHEREAS, the purpose of this agreement is to transfer Legislative Funds from the Court to the County to fund the treatment providers under contract with the County; and

WHEREAS, the County and Court, will choose service/treatment providers to provide services necessary for the efficient promulgation of Program; and

WHEREAS, chosen service/treatment providers shall be third party beneficiaries to this agreement and subject to its terms and conditions; and

WHEREAS, the County is partner and fiscal agent for the Court for purposes of this Agreement.

Now therefore the Parties do agree as follows:

**I. THE CONTRACTOR AGREES:**

**A. Contract Document**

1. To 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.
2. To incorporate accountable treatment contractual requirements as provided by the Courts into any county contracts or Request for Proposal (RFP) for services effective in FY2019 including detailed overview of services, a service delivery plan, compliance to monitoring standards, detailed reporting standards, and detailed penalties in effect for failure to deliver outlined services. These contractual requirements are attached as Attachment A to this Agreement.
3. That this Agreement document consists of all attached documents, and that the order of precedence is established in Section III.M.

**B. Governing Law**

That this contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law including Florida provisions for conflict of laws. Venue shall be the Sixth Judicial Circuit of the State of Florida.

**C. Records and Retention**

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all expenditures of funds provided under this contract in accordance with §119, Florida Statutes and Rule 2.440, Florida Rules of Judicial Administration.
2. To retain, at no additional cost to the Court, all assignment related records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after completion of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records and documents shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract. If any such records are eligible for destruction under applicable record retention schedules before five (5) years after completion of the contract the records may be destroyed

with the prior written approval of the Court's Contract Manager.

3. Upon demand and at no additional cost to the Court, the Contractor will facilitate the duplication and transfer of any records or documents in an electronic format during the required retention period. If hard copies are required the Court will pay 15¢ for each one-sided copy up to 14 inches by 8 ½ inches and 20¢ for each two-sided copy.

#### **D. Audits, Inspections, Investigations and Monitoring**

1. To allow public access to records in accordance with §119, Florida Statutes, Article I, section 24 of the Florida Constitution and Rule 2.420, Florida Rules of Judicial Administration, made or received by the Contractor in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Contractor's failure to comply with this provision shall constitute an immediate breach for which Court may unilaterally terminate the contract.
2. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Court.
3. To permit persons duly authorized by Court to inspect and copy any records, papers, documents, facilities, goods and services of the Contractor which are relevant to this contract; and to interview any clients, employees and sub-contractor employees to assure the Court of the satisfactory performance of the terms and conditions of this contract. Following such review, the Court will deliver to the Contractor a written report of its findings and where appropriate, a request for the Contractor to submit a corrective action plan (see Attachment A, Part 3(D)).
4. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (§20.055, Florida Statutes), and/or the Auditor General of Florida.
5. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.

#### **E. Background Checks**

1. To 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.
2. To complete the criminal history background checks 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.
3. To require of any treatment provider that 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.
4. To require of any treatment provider during the term of the Agreement to 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.

#### **F. Indemnification and Liability**

Pursuant to section 768.28(19), Florida Statutes, neither party waives any defense of sovereign immunity or increases its limits of liability by entering this contract, and neither party is required to indemnify or insure the other party for the other party's negligence, or to assume any liability for the other party's negligence.

#### **G. Insurance**

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.

#### **H. Safeguarding Confidential Information**

To comply with all applicable state and federal laws, regulations and security controls related to access and use of confidential information regarding a Court case regardless of where the information is maintained. The Contractor acknowledges that the following managerial, operational and technical security controls are in place before and during Contractor/sub-contractor staff access confidential information.

1. Contractor shall restrict access to confidential information obtained under this contract to staff authorized to perform their official duties under this contract. Access and use of information is authorized only for the purposes described in this contract. IF THERE IS ANY DOUBT WHETHER DISCLOSURE IS AUTHORIZED, THE INFORMATION MUST NOT BE DISCLOSED. Any questions should be directed to the Court's Contract Manager.
2. All contract terms relating to confidential information and data security apply to the Contractor, the Contractor's employees, agents, subcontractors and any other person who performs work under the contract or subcontract.

#### **I. Assignments and Subcontracts**

That parties shall at all times be entitled to assign or transfer their rights, duties, or obligations under this Contract to another governmental entity or agency in the State of Florida, upon giving prior written notice to the Contractor. This contract shall remain binding upon the successors in interest of either the Contractor or the Court.

#### **J. Return of Funds**

To return to the Court any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this contract that were disbursed to the Contractor by the Court within forty-five (45) business days of discovery. Should repayment not be made within forty-five (45) calendar days of the discovery, the Contractor will be charged at the lawful rate of interest on the outstanding balance.

#### **K. Non-discrimination Requirements**

That the Contractor will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, and the Florida Civil Rights Act of 1992. The Contractor shall not discriminate against any employee in the performance of this contract, against any applicant for employment, any program participant or participant's family members because of age, race, religion, color, disability, national origin,

marital status, sex or genetic information. The Contractor further assures that all sub-contractors, or others with whom it arranges to provide services or benefits to participants, participant's family members or employees in connection with any of its programs and activities are not discriminating against those participants, participant's family members or employees because of age, race, religion, color, disability, national origin, marital status, sex or genetic information.

**L. Employment of Illegal Aliens**

That unauthorized aliens shall not be employed by the Contractor. The Court shall consider the employment of unauthorized aliens a violation of section 274A of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation may be cause for unilateral cancellation of this contract.

If federal grant funds are used for this contract, the Contractor will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and subcontractors.

**M. Independent Capacity of the Contractor**

1. To act in the capacity of an independent Contractor and not as an officer or employee of the Court. Neither the Contractor nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the Court to any contract unless specifically authorized in writing to do so.
2. That this contract does not create any right to state retirement, leave benefits or any other benefits of state or Court employees as a result of performing the duties or obligations of this contract.
3. To take such actions as may be necessary to ensure that each subcontractor of the Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the Court.
4. That the Court will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Contractor, or its subcontractor or assignee, unless specifically agreed to by the Court in this contract.
5. That all deductions for social security, withholding taxes, income taxes, garnishment or other court reductions in pay, contributions to unemployment compensation funds and all necessary insurance for the Contractor, the Contractor's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Contractor.

**N Sponsorship**

THIS SECTION INTENTIONALLY OMITTED.

**O. Publicity**

The Contractor will not use the Court's name or seal in advertising, publicity or any other promotional endeavor without prior written consent from the Court's Contract Manager in each instance. The Contractor will not represent that any product or service provided by the Contractor has been approved or endorsed by the Court or refer to the existence of this contract in press releases, advertising or materials distributed to the Contractor's prospective customers.

**P. Final Invoice**

To submit the final invoice for each State Fiscal Year (July 1 of each year to June 30 of the following year) for payment to the Court by the last business day in July after the end of the State Fiscal Year or within thirty (30) calendar days after the contract expires or is terminated. If the Contractor fails to do so, all rights to payment are forfeited and the Court will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports, deliverables and tasks due from the Contractor pursuant to this contract and necessary adjustments thereto have been approved

by the Court.

**Q. Lobbying**

To comply with the all applicable lobbying regulations, including sections 11.062 and 216.347, Florida Statutes, which limit the expenditure of state funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

**R. Patents, Copyrights, Royalties and Rights to Products**

THIS SECTION INTENTIONALLY OMITTED.

**II. THE COURT AGREES:**

**A. Contract Amount**

To pay for contracted services according to the terms and conditions specified in Attachment A for the term of this fixed-rate contract subject to the availability of funds. If the Legislature fails to appropriate sufficient funds, fails to authorize the spending of sufficient funds for the state courts system or demands a spending reduction in state budgets, the Court will have no obligation to pay or perform under this contract. The Court's performance and obligation to pay under this contract are also contingent upon final spending approval from the Chief Justice of the Florida Supreme Court. Attachment B reflects the annual appropriated budget.

**B. Contract Payment**

That pursuant to section 215.422, Florida Statutes, the Court has five (5) working days to inspect and approve goods and services. If payment is not available within forty (40) days, measured from the date a properly completed invoice is received by the Court following the receipt, inspection and acceptance of the goods or services, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, Florida Statutes, will accrue on the unpaid balance according to statute. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

**C. Invoice Inquiries**

Questions regarding invoicing and payment should be directed to the Contract Manager identified in III.L.3 below.

**D. Vendor Ombudsman**

That a Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in subsection 215.422(7), Florida Statutes, which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724. An automated payment history line (850) 413-7269 and DFS Vendor Payment History web site <https://flair.dbf.state.fl.us/dispub2/cvnhphst.htm> are available for payment history and pending payment information.

**E.** The Court agrees to review and approve any program RFP document prior to release for public proposals.

**F.** The Court agrees to participate in the selection process as a result of any RFP to effectively rank and select service delivery providers.

**G.** The Court agrees to assist the County in contract compliance monitoring to include, but not limited to, reporting on service failures, service delivery concerns, and ongoing service levels.

### **III. THE CONTRACTOR AND COURT MUTUALLY AGREE:**

#### **A. Effective and Ending Dates**

This contract shall begin on July 1, 2018, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, Eastern Time, on June 30, 2021.

#### **B. Contract Renewal**

The Court, at its sole option, may renew the contract for a period not to exceed three (3) years. The renewal may be divided into increments, may be for a complete term, or any combination thereof. Any renewal shall provide for funding of the renewal period. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds for this contract.

#### **C. Suspension of Work**

The Court may, in its sole discretion, suspend any or all activities under this contract, at any time, when it is in the best interest of the Court to do so. The Court will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and must not accept any additional work. Suspension of work will not entitle the Contractor to any additional compensation except for work already performed.

Within ninety (90) calendar days or any other period agreed to by the parties, the Court will either issue a notice to resume work or will terminate the contract.

#### **D. Force Majeure and Delays**

1. The Contractor and the Court will not be responsible for delays resulting from circumstances outside of their control and circumstances that could not have been reasonably foreseen and prevented. Such causes include, but are not limited to: acts of God; natural disaster; civil disorders; threat of terrorist attacks; curtailment of transportation facilities; evacuation orders of the local area issued by either federal, state or local authorities; a declared state of emergency issued by the Governor of Florida; or any other emergency which may pose a danger to the health, safety or well-being of those engaged in activities of this contract.
2. In case of any delay the Contractor believes is excusable, the Contractor must notify the Contract Manager in writing of the delay or potential delay and describe the cause of the delay within three (3) calendar days after the cause that first arose.
3. The sole remedy for excusable delays is an extension of time equal to the length of the delay. The Contractor will not be entitled to an increase in the contract cost from the Court for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.
4. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, except for instances where the Court has instructed the Contractor to accelerate the delivery of goods or services and there is a documented increase in cost to achieve early delivery.

#### **E. Termination**

1. **Termination at Will:** Either party may terminate this contract without cause upon a ten (10) calendar-day notice in writing to the other party, unless both parties agree to a shorter time. Parties will remain

responsible for outstanding funding due to the service/treatment providers providing services under this agreement.

2. **Termination Due to Lack of Funds:** In the event funding for this contract become unavailable, the Court may terminate the contract upon no less than a three (3) calendar days notice in writing to the Contractor. The Court shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the Contractor will be compensated for any work satisfactorily completed. The Court will provide notice of such termination to the County.
3. **Termination for Breach-Non-performance:** The Court may terminate this contract for the Contractor's non-performance upon no less than a twenty-four (24) hour notice in writing to the Contractor. Waiver of breach of any provision of this contract is not a waiver of any other breach and is not a modification of the terms and conditions of this contract. None of the provisions of this contract limit the Court's right to remedies at law or in equity. The Court will provide notice of such termination to the County.
4. **Termination for Breach-Unsatisfactory Performance:** The Court may terminate this contract if the Contractor fails to meet quality standards set forth in this contract; perform any contractual term, condition or obligation, or perform in a manner satisfactory to the Court. The Court will provide notice of such termination to the County.
5. That written notice of termination shall be delivered by certified mail, return receipt requested by a reputable courier service to the Contractor's representative responsible for administration of the program.

#### **F. Dispute Resolution**

Any dispute concerning performance of the contract will be decided by Court Administration, or a designated Court employee, who will reduce the decision to writing and serve a copy on the Contractor. The exclusive venue of any legal or equitable action that arises out of or relates to the contract will be the Sixth Judicial Circuit of Florida.

#### **G. Renegotiations or Modifications**

1. That modifications of provisions of this contract, other than the annual amendment of the Budget information in Attachment B, shall be valid only when they have been reduced to writing and duly signed by all parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level changes or changes in the rate of payment when these have been established through an administrative order or through the appropriations process for the Court's operating budget.
2. That the parties agree to renegotiate this contract if federal and/or state revisions of any applicable laws, or regulations make changes in this contract necessary.

#### **H. Cooperative Purchasing.**

THIS SECTION INTENTIONALLY OMITTED.

#### **I. Execution in Counterparts**

The contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument. A signed copy of the contract or counterpart transmitted via facsimile, email, or other electronic means shall be deemed to have the same legal effect as delivery of an original executed copy.

#### **J. Severability**

If a court deems any provision of the contract void or unenforceable, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions will remain in full force and effect.

**K. Notice**

That any notice, that is required under this contract shall be in writing, and delivered by certified mail, return receipt requested by a reputable courier service. The notice shall be sent by the Court's Contract Manager to the representative of the Contractor responsible for administration of the program, at the designated address indicated in III.L.1 and by the Contractor, to the Court's Contract Manager indicated in III.L.3.

**L. Official Representatives (Names, Addresses, and Telephone Numbers):**

1. The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment shall be made is:

Pinellas County Board of County Commissioners  
c/o Mr. Ken Burke  
Clerk of the Circuit Court  
14 S. Ft. Harrison Ave. 3<sup>rd</sup> Floor  
Clearwater, FL 33756

2. The name of the Contractor's contact person and street address where financial and administrative records are maintained is:

Deborah Berry  
440 Court St., 2<sup>nd</sup> Floor  
Clearwater, FL 33756

3. The name, address, and telephone number of the Contract Manager for the Court for this contract is:

Michelle A. Ardabily  
Chief Deputy Court Administrator  
Sixth Judicial Circuit  
Pinellas County Justice Complex  
Suite 1250  
14250 49<sup>th</sup> Street North  
Clearwater, Florida 33762  
727-453-7035

4. Upon change of representatives (names, addresses, telephone numbers and e-mail addresses) by either party, notice shall be provided in writing to the other party.

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**M. All Terms and Conditions Included**

This contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract and its attachments shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken. In the event any term of this contract is in conflict with any attachment, the order of precedence shall be the contract first and then the Attachments and exhibits to this contract, which are incorporated by reference, as indicated with a checked box , in the order shown below:

<b>Attachments and Order of Precedence: <input checked="" type="checkbox"/> indicates the attachment applies to this contract.</b>		
	<b>Attachment #</b>	<b>Attachment Title</b>
<input checked="" type="checkbox"/>	<b>Attachment A</b>	<b>Scope of Work/Additional Provisions</b>
<input checked="" type="checkbox"/>	<b>Attachment B</b>	<b>SFY 18/19 Budget Document</b>
<input checked="" type="checkbox"/>	<b>Attachment C</b>	<b>Performance Accountability Measures Form Template</b>

**By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III(M), above.**

**IN WITNESS THEREOF**, the parties hereto have caused this nine (9) page contract to be executed by their undersigned officials as duly authorized.

**ACCORDINGLY**, the parties hereto, through their lawful representative(s) hereby enter this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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


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

\_\_\_\_\_  
 Deputy Clerk  
 Date: \_\_\_\_\_

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

**SIXTH JUDICIAL CIRCUIT COURT**

APPROVED AS TO FORM

By:   
 Office of the County Attorney  
 Sr. Assistant County Attorney

\_\_\_\_\_  
 Trial Courts Administrator  
 Date: \_\_\_\_\_

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