

**AGREEMENT****SERVICES AGREEMENT**

**THIS SERVICES AGREEMENT** is made as of Saturday, October 1, 2022 (effective date). By and between Pinellas County, a political subdivision of the State of Florida (“County”), and WestCare Gulfcoast Florida, Inc., St. Petersburg, FL (“Contractor”), (individually, “Party,” collectively, “Parties”).

**WITNESSETH:**

**WHEREAS**, the County requested proposals pursuant to 22-0371-P (LN) (“RFP”) for Adult Drug Court Treatment – Division N and Z services; and

**WHEREAS**, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

**WHEREAS**, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

**1. Definitions.**

- A. **“Agreement”** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- B. **“County Confidential Information”** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to data or information referenced in HIPAA, and any other information designated in writing by the County as County Confidential Information.
- C. **“Contractor Confidential Information”** means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.
- D. **“Contractor Personnel”** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- E. **“Services”** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in the Statement of Work Exhibit attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

**2. Execution of Agreement**

The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, estimate, scope of work, or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

**AGREEMENT****3. Conditions Precedent**

This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required, and the insurance coverage(s) required, within 10 days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

**4. Services**

- A. **Services** - The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
- B. **Services Requiring Prior Approval** - Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Director of the Human Services Department.
- C. **Additional Services** - From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
- D. **De-scoping of Services** - The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
- E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act** - Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.
- F. **Non-Exclusive Services** - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar goods and/or services as it determines necessary in its sole discretion.
- G. **Project Monitoring** - During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

**5. Term of Agreement**

- A. **Initial Term** - The term of this Agreement shall commence on October 1, 2022, and shall remain in full force and for sixty (60) months, or until termination of the Agreement, whichever occurs first.
- B. **Term Extension** - The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in Term of Agreement-Initial Term.

**6. Compensation and Method of Payment**

- A. **Services Fee** - As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections below, unless the Parties agree to increase this sum by written amendment as authorized in the Amendment Section of this Agreement.

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- B. **Spending Cap and Payment Structure** - The County agrees to pay the Contractor the total not-to-exceed sum of **\$4,951,650.00**, with an annual expenditure of \$990,330.00 per year, for Services completed and accepted herein if applicable, payable on a reimbursable basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein.
- C. **Travel Expenses** - The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.
- D. **Taxes** - Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.
- E. **Payments and Invoicing** - Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to the designated person as set out in the Notices Section herein.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

**7. Personnel**

- A. **E-Verify** - The contractor and subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system. If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract. If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity. If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section. Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.
- B. **Qualified Personnel** - Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.
- C. **Approval and Replacement of Personnel** - The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be

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immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

### 8. **Termination**

#### A. **Contractor Default Provisions and Remedies of County**

1. **Events of Default** - Any of the following shall constitute a "Contractor Event of Default" hereunder:
  - i. Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;
  - ii. Contractor breaches Confidential Information Section of this Agreement;
  - iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 2 consecutive iterations; or
  - iv. Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
3. **Termination for Cause by the County** - In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

#### B. **County Default Provisions and Remedies of Contractor**

1. **Events of Default** - Any of the following shall constitute a "County Event of Default" hereunder:
  - i. the County fails to make timely undisputed payments as described in this Agreement;
  - ii. the County breaches Confidential Information Section of this Agreement; or the County fails to perform any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.
3. **Termination for Cause by the Contractor** - In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

#### C. **Termination for Convenience**

1. Notwithstanding any other provision herein, the either party may terminate this Agreement, without cause, by giving 30 days advance written notice to the other party of its election to terminate this Agreement pursuant to this provision.

### 9. **Time is of the Essence**

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in the Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

### 10. **Confidential Information and Public Records**

- A. **County Confidential Information** - Contractor shall not disclose to any third-party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of

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disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. **Contractor Confidential Information** - All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. **Public Records** - Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

**If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this agreement, the contractor shall contact:**

**Pinellas County Board of County Commissioners**

**Purchasing and Risk Management Division**

**400 S. Ft. Harrison Ave, 6th Floor,**

**Clearwater, FL 33756**

**Public Records Liaison**

**Phone: 727-464-3237**

**Email: [mcchartier@pinellascounty.org](mailto:mcchartier@pinellascounty.org)**

**11. Audit**

Contractor shall retain all records relating to this Agreement for a period of at least 5 years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

**AGREEMENT****12. Compliance with Laws**

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

**13. Digital Accessibility**

Contractor acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Contractor shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Contractor fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Contractor of non-compliance. Within 30 days of Contractor's receipt of a non-compliance notice ("Notice"), Contractor and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Contractor:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Contractor to the Liability and Insurance – Indemnification Section of this Agreement, "Indemnification."

**14. Public Entities Crimes**

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

**15. Liability and Insurance**

- A. **Insurance** - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit B, attached hereto and incorporated herein by reference.
- B. **Indemnification** - Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act

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of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

- C. **Liability** - Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes** - The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

### **16. County's Funding**

The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

### **17. Orders**

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

### **18. Name Changes**

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

### **19. Acceptance of Services**

For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Director of Human Services or designee, will have 10 calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to WestCare Gulfcoast Florida, Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have 7 calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have 7 calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

### **20. Subcontracting/Assignment**

- A. **Subcontracting** - Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.
- B. **Assignment** - This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

**AGREEMENT****21. Survival**

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

**22. Notices**

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Ms. Abigail Stanton

Director of Contracts

Human Services Department

440 Court Street, 2<sup>nd</sup> Floor

Clearwater, FL 33756

with a copy to:

Attn: Ms. Merry Celeste,

Purchasing and Risk Management Division Director

Pinellas County Purchasing Department

400 South Fort Harrison Avenue

Clearwater, FL 33756

For Contractor:

Attn: Mr. Larry McArthur, Vice President	With Copies of any notice of default breach, legal claim or demand, or demand for indemnity copied to:
WestCare GulfCoast Florida, Inc.	WestCare Foundation, Inc.
PO Box 12019	Attn: Exec VP
St. Petersburg, FL 33733-2019	1711 Whitney Mesa Drive
	Henderson, NV 89014

**23. Conflict of Interest**

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

**24. Right to Ownership**

All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including reports and other documentation or improvements related thereto, to the extent that such work, products,

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documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

**25. Amendment**

This Agreement may be amended by mutual written agreement of the Parties hereto.

**26. Severability**

The terms and conditions of this 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.

**27. Applicable Law and Venue**

This Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

**28. Waiver**

No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

**29. Due Authority**

Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

**30. No Third-Party Beneficiary**

The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.

**31. Force Majeure**

"Force Majeure Event" means any act or event that (i) prevents a Party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other Party's (the "Performing Party") obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance and thereby prevented from satisfying any conditions precedent to the Performing Party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the

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conditions precedent to the Performing Party's obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

**32. Order of Precedence**

All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Agreement and will have priority in the order listed

- A. Pinellas County Agreement which includes exhibits A (Scope of Work), B (Insurance),C (Payment Schedule),D (Payment/Invoices), E (Dispute Resolution) and Attachments 1 (Drug Court – Division N and Z), 2 (WestCare Submittal), 3 (Agreement Modification Form), 4 (HIPAA Business Associate Agreement), and 5 (Data Sharing Agreement).
- B. Request for Proposal (RFP)
- C. Party's RFP Submittal

In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement will prevail.

**33. Entirety**

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

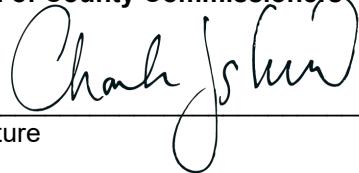
**AGREEMENT**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement the day and year first written.

**PINELLAS COUNTY**, a political subdivision of the State of Florida PINELLAS COUNTY acting by and through the

**Board of County Commissioners**

By:



Signature

Charlie Justice

Print Name

Chairman

Title

October 25, 2022

Date

ATTEST: KEN BURKE, CLERK


**WestCare GulfCoast-Florida, Inc., a FL 501c3 not-for-profit corp**

By:



Signature

Frank Rabbitto

Print Name

COO Per WCGC 2022-01

Title

9/22/2022

Date

**APPROVED AS TO FORM**By: Keiah Townsend

Office of the County Attorney

## AGREEMENT

**EXHIBIT A - STATEMENT OF WORK****Type of Intervention:**

The Sixth Judicial Circuit Adult Drug Court program is an eighteen (18) to twenty-four (24) month Court-supervised comprehensive treatment program for non-violent felony offenders in Division N, and prison-bound defendants (those scoring prison time) in Division Z, a state-funded division. Both Division N and Z are operated by the Sixth Judicial Circuit serving Pinellas County. The following interventions are available to participants in both divisions under this agreement:

- Group 1 – Residential Drug Court Treatment Services
- Group 2 – Outpatient Level II services for Adult Drug Court
- Group 3 – Outpatient Level III services for Adult Drug Court
- Group 4 – Substance Abuse/Mental Health Screening Assessments
- Group 5 – Transitional Housing

**Program Services**

A. **Services to be Performed:** Contractor will provide the following services as referenced in Pinellas County (County) Request for Proposals 22-0371-P issued on April 14, 2022, and the WestCare Gulfcoast proposal 22-0371-P, attached hereto as Attachment 1 and Attachment 2 and incorporated by reference:

- i. **Group 1 – Residential Drug Court Treatment Services**
  - a. Contractor will provide a variable length (8-18 months), two-part residential drug treatment service for each defendant in Adult Drug Court, as referred by the Court. All services will be provided in accordance with Chapter 65D-30, Florida Administrative Code.
  - b. **Part 1:**
    - 1) Two (2) months of intensive drug treatment, wherein the participant remains at the facility twenty-four (24) hours per day;
    - 2) At least ten (10) hours of treatment per week; and
    - 3) At least one (1) individual and three (3) group counseling sessions per week.
  - c. **Part 2:**
    - 1) Four (4) months of employment/re-entry treatment and training where the participant resides at the facility. The participant must leave the facility for full-time employment but is required to return each evening for additional services.
    - 2) At least six (6) hours of treatment per week; and
    - 3) At least one (1) individual counseling session and two (2) group sessions per week.
  - d. **Throughout the program:**
    - i. Contractor will administer 12-panel urine drug screenings on a random basis (in a private area at contractor facilities) at least weekly for multiple drugs during the course of treatment and on a post-treatment frequency basis as ordered by the Court.
      - a) The urine drug screens will test for the following substances: amphetamines, barbiturates, benzodiazepines, buprenorphine, cocaine, marijuana, methadone, MDMA, methamphetamine, opiates, oxycodone, and propoxyphene.

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- b) All testing will be conducted in accordance with the Substance Abuse and Mental Health Services Administration (SAMHSA) standards as well as meeting requirements of the Department of Children and Families standards.
- c) All drug testing analysis reports will be accurate and easy to read using common units of measure and will include reliable drug ranges in the report for reference purposes.
- ii. Provide consultation or referral arrangements for any mental health, medical or other social service needs, as deemed appropriate.
- iii. Contractor will accompany all Adult Drug Court clients to their Court supervision meetings.
- e. **After the treatment program:**
  - 1) If requested by the Court the Contractor will provide aftercare counseling sessions as needed for clients completing active residential treatment for up to an additional twelve (12) weeks. Typically consists of:
    - a) One (1) sixty (60) to ninety (90) minute process group one time per week, depending on individual clinical need;
    - b) One (1) forty-five (45) minute individual counseling session one time per month;
    - c) Additional individual/group counseling sessions if clinically warranted;
    - d) Use of Peer-to-Peer Supports as applicable;
    - e) Aftercare services offered by Contractor are available during day and evening hours.
- f. **Contractor will provide the Adult Drug Court with the following:**
  - 1) Notification of client's arrival for screening process inclusive of client's acceptance or non-acceptance into treatment setting.
  - 2) Notification of treatment start date.
  - 3) Evaluation recommendations.
  - 4) Reports for judicial reviews **no later than forty-eight (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 will include direct submission through the Drug Court's web-based Drug Court case management system.
  - 5) Immediate notification of termination, discharge or elopements.
  - 6) Immediate notification of violation of terms of treatment (i.e., failed drug screens, missed treatment appointments, etc);
  - 7) Immediate notification of hospitalization or significant disruption of treatment process.
  - 8) Discharge information will be supplied to the Court, and a copy will be forwarded to the Department of Corrections.
  - 9) Court appearances by the Contractor will be made as required by the Court;
  - 10) 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; and
  - 11) Weekly written reports to the Court on treatment availability status and size of wait lists.
- ii. **Group 2 – Outpatient Level II Services for Drug Court:**
  - a. Contractor will provide Outpatient Level II drug treatment services for defendants in Adult Drug Court, as directed by the Court.
  - b. All services will be provided in accordance with Chapter 65D-30, Florida Administrative Code. In addition to the standards proscribed in 65D-30.010(1), each defendant/respondent will be provided with counseling services that are consistent with Drug Court Level II outpatient treatment. The following required services exceed the standards for outpatient treatment as defined in 65D-30.010(1).

**AGREEMENT**

c. The following services will be provided to defendants and respondents within fourteen (14) days of receipt of Court referral:

- 1) Services will be offered primarily in South Pinellas County.
- 2) Group counseling services will be available day and night.
- 3) Group counseling will be offered two (2) hours daily, twice weekly for a minimum of twelve (12) weeks.
- 4) Screenings, assessments and subsequent recommendations, if any, will be provided to the Court.
- 5) Individual treatment and discharge planning will be made within thirty (30) days of referral by the Court. Treatment evaluations will be made every thirty (30) days.
- 6) Contractor will administer 12-panel urine drug screenings on a random basis (in a private area at contractor facilities) at least weekly for multiple drugs during the course of treatment and on a post-treatment frequency basis as ordered by the Court.
  - a. The urine drug screens will test for the following substances: amphetamines, barbiturates, benzodiazepines, buprenorphine, cocaine, marijuana, methadone, MDMA, methamphetamine, opiates, oxycodone, and propoxyphene.
  - b. All testing will be conducted in accordance with the Substance Abuse and Mental Health Services Administration (SAMHSA) standards as well as meeting requirements of the Department of Children and Families standards.
  - c. All drug testing analysis reports will be accurate and easy to read using common units of measure and will include reliable drug ranges in the report for reference purposes.
- 7) Participation by clients in community self-help groups such as NA or AA will be encouraged. Attendance at these meetings shall not, however, constitute part of the requirement for substance abuse counseling.
- 8) Counseling groups will be no larger than fifteen (15) persons per group.

d. **Contractor is to provide the Adult Drug Court with the following:**

- 1) Notification of client's arrival for screening process inclusive of client's acceptance or non-acceptance into treatment setting.
- 2) Notification of treatment start date.
- 3) Evaluation recommendations.
- 4) Reports for judicial reviews no later than forty-eight (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 will include direct submission through the Drug Court's web-based Drug Court case management system.
- 5) Immediate notification of termination, discharge or elopements.
- 6) Immediate notification of violation of terms of treatment (i.e., failed drug screens, missed treatment appointments, etc.);
- 7) Immediate notification of hospitalization or significant disruption of treatment process.
- 8) Discharge information will be supplied to the Court, and a copy will be forwarded to the Department of Corrections.
- 9) Court appearances by the Contractor will be made as required by the Court.
- 10) 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; and
- 11) Weekly written reports to the Court on treatment availability status and size of wait lists.

**AGREEMENT****iii. Group 3 – Outpatient Level III Services for Drug Court:**

- a. Contractor will provide Outpatient Level III drug treatment services for defendants in Adult Drug Court, as directed by the Court.
- b. All services will be provided in accordance with Chapter 65D-30, Florida Administrative Code. In addition to the standards proscribed in 65D-30.010(1), each defendant/respondent will be provided with counseling services that are consistent with Drug Court Level III outpatient treatment. The following required services exceed the standards for outpatient treatment as defined in 65D-30.010(1).
- c. The following services will be provided to defendants and respondents within fourteen (14) days of receipt of Court referral:
  - 1) Services will be offered primarily in South Pinellas County.
  - 2) Group counseling services will be available day and night.
  - 3) Group counseling will be offered at least four (4) times per week for two (2) hours daily, for a minimum of twelve (12) weeks.
  - 4) Screenings, assessments and subsequent recommendations, if any, will be provided to the Court;
  - 5) Individual treatment and discharge planning will be made within thirty (30) days of referral by the Court. Treatment evaluations will be made every thirty (30) days.
  - 6) Contractor will administer 12-panel urine drug screenings on a random basis (in a private area at contractor facilities) at least weekly for multiple drugs during the course of treatment and on a post-treatment frequency basis as ordered by the Court.
  - 7) Consultation or referral arrangements will be made where psychiatric, medical or other social services are deemed appropriate.
  - 8) Participation by clients in community self-help groups such as NA or AA will be encouraged. Attendance at these meetings shall not, however, constitute part of the requirement for substance abuse counseling.
  - 9) Counseling groups will be no larger than fifteen (15) persons per group.

**d. Contractor is to provide the Adult Drug Court with the following:**

- 1) Notification of client's arrival for screening process inclusive of client's acceptance or non-acceptance into treatment setting.
- 2) Notification of treatment start date.
- 3) Evaluation recommendations.
- 4) Reports for judicial reviews no later than forty-eight (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 will include direct submission through the Drug Court's web-based Drug Court case management system;
- 5) Immediate notification of termination, discharge or elopements.
- 6) Immediate notification of violation of terms of treatment (i.e., failed drug screens, missed treatment appointments, etc);
- 7) Immediate notification of hospitalization or significant disruption of treatment process;
- 8) Discharge information will be supplied to the Court, and a copy will be forwarded to the Department of Corrections.
- 9) Court appearances by the Contractor will be made as required by the Court.
- 10) 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; and
- 11) Weekly written reports to the Court on treatment availability status and size of wait lists.

**AGREEMENT**

iv. **Group 4 – Substance Abuse/Mental Health Screening Assessments contractor will:**

- a. Perform short (30-45 minute) assessments per month of Drug Court clients and prospective Drug Court clients who are not represented by private counsel.
- b. Provide assessments in person for out-of-custody clients at a provider location or in-custody at the Pinellas County Jail (proper security clearance for access to the jail required);

**AGREEMENT**

- c. Use an assessment tool that is an evidence-based tool which looks at drug use severity and identified major mental health problems, motivation for treatment, and criminal thinking patterns; Part of the assessment process may involve conducting a drug screen.
- d. Provide a list of relevant qualifications for all staff members who will administer the tool.
- e. Use the assessment tool to produce a concise report that will help the Court determine proper treatment considerations, including recommended drug treatment level and recommended ancillary services;
- f. Provide reports 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;
- g. Submit reports timely within three (3) weeks from time of referral or seven (7) days prior to the next scheduled court date, whichever is sooner;
- h. Provide available appointment slots for arraignment/pretrial hearings so that defendants can be assigned assessment appointments;
- i. 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 forty-eight (48) hour notice; and
- j. 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.

v. **Group 5 – Transitional Housing:**

- a. Contractor will provide transitional housing to eligible Division N or Z Drug Court defendants.
- b. Contractor staff is to be on call twenty-four (24) hours per day, seven (7) days per week.
- c. Contractor staff will be onsite and have contact with each participant at least once per week. Multiple visits may be required until all residents are contacted.
- d. Contractor staff will conduct face-to-face visits with eligible adult Drug Court defendants for screening/assessment, coordination of services, client registration and follow-up.
- e. Contractor staff will coordinate services with Non-Adjudicatory Adult Drug Court Expansion partners to meet the needs of participating Drug Court defendants throughout Pinellas County, Florida.
- f. Contractor will provide client-related data and status information in a manner and in a format as required by the Court. This format will include electronic data submission meeting court-determined specifications.
- g. Contractor will notify Adult Drug Court of service termination no later than the next drug court judicial review hearing; and
- h. Contractor will have frequent communication with Court staff regarding transitional housing bed availability and wait lists.
- i. Contractor will appear in court as required by the court.

**AGREEMENT**

## **1. MEETINGS & MONITORING**

### **1. Program Oversight and Administration:**

- a. The contract will be administered by Human Services. However, the Contractor will work with Human Services and any partnering funders to coordinate services among service providers, enhance service delivery, address issues that arise within the program.
- b. Contractor will attend programmatic and contractual meetings no less than monthly.
- c. Contractor will demonstrate quality assurance efforts which will support the efficiency and fidelity of the program.
- d. Contractor will provide processes and procedures for delivering services as part of a court-related treatment program.
  - 1) Contractor will maintain daily contact via email and phone with the court staff, probation officers, and lawyers regarding referrals.
- e. Contractor will use evidence-based curricula to provide treatment services.
- f. Contractor will travel to off-site locations such as for court appearances, and for assessment services, have the capacity to conduct assessments remotely such as at the Pinellas County jail, as necessary.
- g. Contractor will provide foreign language interpreters in order to effectively communicate with clients during the delivery of contracted services, as necessary.
- h. Any proposed treatment copayments or fees incurred by the client while participating in the treatment program must be fully disclosed to the offender during orientation. All fees for which the Contractor will request reimbursement from the client must be approved in advance in writing by the County. The Adult Drug Court does not enforce the collection of provider copayments.
- i. The Court will order appropriate treatment and Drug Court staff will contact the Contractor, or the client will be given pre-set Contractor orientation appointment information. Treatment must be made available within fourteen (14) days of referral by the Drug Court.
- j. Contractor will provide the responsibilities and qualifications for person(s) who will provide services under the program.
  - 1) Outpatient Services – Contractor will maintain a group size of fifteen (15) individuals.
  - 2) Contractor will be able to accept referrals day one of contract and will be fully staffed within forty-five (45) days of the contract award.
- k. Contractor will track staff time and resources dedicated to a state grant, including accounting of program generated income.
- l. Contractor will collect, store, and securely report required data, including client-level data, in a timely manner to the County to ensure submission of all grant reports by the stated due dates.
- m. Contractor will provide information on client outcomes on, at a minimum, quarterly intervals or as requested by the Court or the County.

### **2. Performance Requirements:**

- i. **Monitoring:**
  - a. The Contractor will comply with the **COUNTY** and departmental policies and procedures.
  - b. The Contractor will cooperate in monitoring site visits including, but not limited to, review of staff, fiscal and client records, programmatic documents, and will provide related information at any reasonable time.
  - c. The Contractor will submit other reports and information in such formats and at such times as may be prescribed by the **COUNTY**.
  - d. The Contractor shall submit reports on any monitoring of the program funded in whole or in part by the **COUNTY** that are conducted by federal, state or local governmental agencies or other funders within ten (10) days of the Contractor's receipt of the monitoring report.

**AGREEMENT**

- e. If the Contractor receives licensing and accreditation reviews, each review shall be submitted to the **COUNTY** within ten (10) days of receipt by the Contractor.
- f. All monitoring reports will be as detailed as may be reasonably requested by the **COUNTY** and will be deemed incomplete if not satisfactory to the **COUNTY** as determined in its sole reasonable discretion. Reports will contain the information or be in the format as may be requested by the **COUNTY**. If approved by the **COUNTY**, the **COUNTY** will accept a report from another monitoring agency in lieu of reports customarily required by the **COUNTY**.

- ii. **2. Financial Consequences for Division Z- funded services ONLY as a State issued grant award for services:**
  - a. The County may impose the following financial penalties on the Contractor if the Contractor does not meet the relevant performance standard, including:
    - 1) Housing that does not meet the standards set by Rule 65D-30, Florida Statutes, will be considered a material breach of the obligation to provide residential treatment services. The County may refuse to pay any invoices for the residential treatment services that do not meet the standards until the breach is cured, cancel the contract with the Contractor and find a new provider, or both.
    - 2) If Contractor does not timely notify the Adult Drug Court of any of the events for which notice is required herein, the invoice reimbursement may be reduced by \$25.00 for each day notification is late.
    - 3) If Contractor fails to make a required Court appearance, the invoice reimbursement may be reduced by \$25.00 for each appearance missed.
    - 4) If client-related data and status information is not available in the required format, the invoice reimbursement may be reduced by \$25.00 for each day data is unavailable.
    - 5) If Contractor does not timely provide a weekly report to the Court on treatment availability, the invoice reimbursement may be reduced by \$50.00 for each missed report.
    - 6) For Outpatient Drug Court Treatment Services: outpatient and medical services appointments not scheduled within seven (7) business days of the completion of the individual treatment plan may result in a reduction in the amount equal to \$25.00 for each Participant not scheduled from the invoice reimbursement.
    - 7) For Transitional Housing: each instance that a staff member cannot be reached within two (2) hours of a call may result in a \$25.00 assessment against the invoice reimbursement, up to a maximum of \$500.00 per day.
    - 8) For Transitional Housing: each day that Provider is late providing notification of termination or communication with Court staff regarding bed availability, \$25.00 may be deducted from the invoice reimbursement.
    - 9) For Mental Health/Substance Abuse Assessments: If any assessment reports are not submitted within three (3) weeks of referral or seven (7) days before the next scheduled

**Additional Terms and Conditions**

- A. All requests for reimbursement payments must be submitted monthly and shall consist of an invoice for the monthly amount, signed by an authorized Contractor representative, and accompanied by documentation by client and service type which verifies the services for which reimbursement is sought, as applicable and required by **COUNTY**. Invoices shall be sent electronically to the Contract Manager on a quarterly basis within thirty (30) days of the end of the quarter. The **COUNTY** shall not reimburse the Contractor for any expenditures in excess of the amount budgeted without prior approval or notification. Invoicing due dates may be shortened as necessary to meet fiscal year deadlines or grant requirements.

**AGREEMENT****B. HIPAA, Information Sharing, and Care Coordination**

- i. The Contractor understands and agrees that the COUNTY, as a political subdivision of the State of Florida, is a governmental entity that provides for health and welfare programs (Fla Stat. 125.01) and that the COUNTY is a Covered Entity as a payor of health care as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 45 CFR 160.103. (Attachment 4)
- ii. The Contractor is a HIPAA Covered Entity in addition to serving as a Business Associate of the COUNTY, and agrees to use and disclose Protected Health Information in compliance with the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and the Contractor shall disclose any policies, rules or regulations enforcing these provisions upon request.
- iii. The Contractor, as the Business Associate, shall make available to the COUNTY any/all records pertaining to rendered services funded in total or in part by the COUNTY for the purposes of coordinating medical and behavioral health care treatment services, performing quality assurance reviews of services rendered by the Contractor, and conducting financial and program operational audits. The Contractor shall comply with requests from the COUNTY for access to requested information, including protected health information, within a timely manner and without restriction. The Contractor agrees that the COUNTY retains the specific right of access to all treatment records, plans, reviews, and essentially similar materials that relate to the services provided to clients/consumers under the terms of this Agreement. The COUNTY shall be entitled to make and retain possession of copies of any treatment plans, records, reviews and essentially similar materials which relate to the services provided to clients/consumers under the terms of this Agreement and the Contractor shall not restrict the COUNTY from such possession.
- iv. The Contractor shall, at client admission and within 60 days of any update, provide to and attempt to obtain a signature from the client acknowledging receipt of Contractor's Notice of Privacy Practices, in accordance with 45 CFR Part 164.520.
- v. Upon request, the Contractor shall provide clients their individual client medical records for inspection and copying in accordance with 45 CFR Part 164.524.
- vi. The Contractor shall develop Data Sharing Agreements (Attachment 5) and Business Associate Agreements with local behavioral health providers, as necessary, to facilitate the exchange of health information and coordinate client care. The Contractor shall identify and provide a Contractor point of contact to local crisis-stabilization units (CSU) to minimize the amount of time their client spends in a CSU and to optimize care coordination.
- vii. Contractor shall ensure that clients complete releases of information (ROI) upon client admission and no less than annually to facilitate care coordination. The Contractor shall use and promote the use of a standard, community-wide Patient Authorization for Disclosure of Health Information - Multiparty Release of Information Form, upon request. The release covers general medical as well as Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), psychiatric, psychological, substance abuse information from medical record(s) in accordance with Florida Statutes 394.459, 381.004, 395.3025, and 90.503; 42 CFR, Part 2; and the Health Insurance Portability and Accountability act of 1996 (HIPAA) 45 CFR parts 160 and 164.

**C. Amendment/Modification.**

In addition to applicable federal, state and local statutes and regulations, this Agreement expresses the entire understanding of the parties concerning the matters covered herein. Unless specifically indicated herein, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved by the parties. Budget or operational modifications that do not result in

**AGREEMENT**

an increase of funding, change the underlying public purpose of this Agreement or otherwise amend the terms of this Agreement shall be submitted in the format prescribed and provided by the **COUNTY** which is attached hereto and incorporated herein as Attachment 3.

## AGREEMENT

**EXHIBIT B - INSURANCE REQUIREMENTS****1. LIMITATIONS ON LIABILITY**

Vendor acknowledges and agrees that the services will be provided without any limitation on the Vendor's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Vendor's liability to any specified amount in the performance of the services. The Vendor shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. The Vendor is deemed to have accepted and agreed to provide the services without any limitation on the Vendor's liability that the Vendor does not take exception to in its response. Notwithstanding any exceptions by the Vendor, the County reserves the right to declare its prohibition on any limitation on the Vendor's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on the Vendor's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

**2. INDEMNIFICATION**

Vendor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

**3. INSURANCE:**

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Vendor shall obtain and maintain and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).

**The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

- C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized Vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org) and to CTrax c/o JDi Data at [PinellasSupport@jdidata.com](mailto:PinellasSupport@jdidata.com) by the Vendor or their agent prior to the expiration date.

**AGREEMENT**

- 1) The Vendor shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org). Nothing contained herein shall absolve Vendor of this requirement to provide notice.
- 2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

D. If subcontracting is allowed under this RFP, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any Subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the Subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.

All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall

- 1) Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
- 2) Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
- 3) Provide that County will be an additional indemnified party of the subcontract;
- 4) Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
- 5) Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below;
- 6) Assign all warranties directly to the County; and
- 7) Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

E. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4) All policies shall be written on a primary, non-contributory basis.

**AGREEMENT**

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

1) **Workers' Compensation Insurance:** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

2) **Commercial General Liability Insurance:** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No exclusions for physical abuse or sexual molestation.

Limits

Each Occurrence or Claim	\$ 1,000,000
General Aggregate	\$ 2,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

3) **Business Automobile or Trucker's/Garage Liability Insurance** covering owned, hired, and non-owned vehicles. If the Consultant does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Consultant can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$1,000,000
------------------------------------	-------------

**AGREEMENT**

4) **Professional Liability (Errors and Omissions) Insurance** with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

## Limits

Each Occurrence or Claim	\$ 1,000,000
General Aggregate	\$ 1,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

5) **Cyber Risk Liability (Network Security/Privacy Liability) Insurance** including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

## Limits

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

6) **Property Insurance:** Vendor will be responsible for all damage to its own property, equipment and/or materials.

## AGREEMENT

EXHIBIT C - PAYMENT SCHEDULE

Westcare Drug Court Fee Schedule			
DIVISION N (County General Fund)			
Service Provider	Treatment Services	Budget	FY 22 Bid Unit Cost
WestCare	Residential Treatment, Transitional Housing	\$ 182,230.00	Residential Drug Treatment - \$62.32
			Transitional Housing -\$51.50
			Drug Screens -\$20.00
			Aftercare Counseling Sessions - \$15.00
	Outpatient II, Outpatient III	\$ 218,670.00	Outpatient Level II Services - \$30.00
			Outpatient Level III Services - \$30.00
			Drug Screens -\$20.00
	Assessments	\$ 35,430.00	Screening Assessments - \$58.10
<b>Annual Budget:</b>		<b>\$ 436,330.00</b>	
DIVISION Z (State Funds)			
Service Provider	Treatment Services	Budget	FY 22 Bid Unit Cost
WestCare	Residential Treatment, Transitional Housing	\$ 535,600.00	Residential Drug Treatment - \$62.32
			Transitional Housing -\$51.50
			Drug Screens -\$20.00
			Aftercare Counseling Sessions - \$15.00
	Outpatient II, Outpatient III	\$ 16,000.00	Outpatient Level II Services - \$30.00
			Outpatient Level III Services - \$30.00
			Drug Screens -\$20.00
	Assessments	\$ 2,400.00	Screening Assessments - \$58.10
<b>Annual Budget:</b>		<b>\$ 554,000.00</b>	

**AGREEMENT****EXHIBIT D - PAYMENT/INVOICES****PAYMENT/INVOICES:**

CONTRACTOR shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable  
Pinellas County Board of County Commissioners  
P. O. Box 2438  
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The County may dispute any payments invoiced by CONTRACTOR in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

**INVOICE INFORMATION:**

**Contractor Information** Company name, mailing address, phone number, contact name and email address as provided on the PO

**Remit To** Billing address to which you are requesting payment be sent

**Invoice Date** Creation date of the invoice

**Invoice Number** Company tracking number

**Shipping Address** Address where goods and/or services were delivered

**Ordering Department** Name of ordering department, including name and phone number of contact person

**PO Number** Standard purchase order number

**Ship Date** Date the goods/services were sent/provided

**Quantity** Quantity of goods or services billed

**Description** Description of services or goods delivered

**Unit Price** Unit price for the quantity of goods/services delivered

**Line Total** Amount due by line item

**Invoice Total** Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at ([www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase)).

**AGREEMENT****EXHIBIT E - DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within 10 days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
  1. Requesting department for this purpose is defined as the County department for whom the work is performed.
  2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than 45 days after the date on which the payment request or invoice was received by Pinellas County and shall not extend beyond 60 days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the 60 days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue 15 days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS  
400 S. FT. HARRISON AVENUE  
ANNEX BUILDING – 6TH FLOOR  
CLEARWATER, FL 33756



## **REQUEST FOR PROPOSAL**

*RFP – FORMAL/INFORMAL*

*SUBMITTALS ARE OPENED PUBLICLY AND  
ARE ACCEPTED VIA PINELLAS EPRO*

## **THE MISSION OF PINELLAS COUNTY**

Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.

ISSUE DATE: Thursday, April 14, 2022

SOLICITATION NUMBER: **22-0371-P**

SOLICITATION TITLE: **Adult Drug Court Treatment - Division N and Z**

DEADLINE FOR WRITTEN QUESTIONS: Friday, April 29, 2022 by 3:00 PM Eastern Time

SUBMIT QUESTIONS: ALL QUESTIONS MUST BE SUBMITTED IN PINELLAS EPRO WITHIN THE Q&A - TAB.

ALL SUBMITTALS ARE DUE BY: Tuesday, May 10, 2022 by 3:00 PM Eastern Time

PRE-CONFERENCE INFORMATION: **NON MANDATORY – Friday, April 29, 2022 @ 10:00 A.M.**

SITE VISIT INFORMATION: **NOT APPLICABLE**

SOLICITATION CONTACT INFORMATION:

NAME: **Lucy Nowacki**

EMAIL: **lnowacki@pinellascounty.org**

SUBMITTALS MAY NOT BE WITHDRAWN FOR 120 DAYS AFTER OPENING DATE.

***Please Note:***

From time to time, addenda may be issued to this solicitation. Any such addenda will be posted on the same Web site, [www.pinellascounty.org/purchase/Current\\_Bids1.htm](http://www.pinellascounty.org/purchase/Current_Bids1.htm) , from which you obtained this solicitation.

Before submitting, you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed bid package if applicable.

AUTHORIZED BY:

*Merry Celeste*

Merry Celeste, CPPB

Division Director of Purchasing and Risk Management

## **CONTRACTOR MUST COMPLETE THE FOLLOWING**

CONTRACTORS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIVE AND RESPONSIBLE SUBMITTAL RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A CONTRACTOR DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE SOLICITATION OPENING DATE AS ADVERTISED. BY SIGNING THIS SUBMITTAL FORM, CONTRACTORS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER SOLICITATION TERMS AND CONDITIONS, INCLUDING ANY INSURANCE REQUIREMENTS CONTAINED HEREIN.

CONTRACTOR NAME: \_\_\_\_\_ (As shown on W-9)  
DBA: \_\_\_\_\_ (If applicable)  
MAILING ADDRESS: \_\_\_\_\_ (As shown on W-9)  
CITY / STATE / ZIP: \_\_\_\_\_ (As shown on W-9)  
CONTRACTOR EMAIL: \_\_\_\_\_ (Primary Company Email Address)  
REMIT TO NAME: \_\_\_\_\_ (As Shown on contractors Invoice)  
FEIN#: \_\_\_\_\_ (As shown on W-9)

PAYMENT TERMS: \_\_\_\_ % \_\_\_\_ DAYS, NET 45 (PER F.S. 218.73)

DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ \_\_\_\_\_

Proper Corporate Identity is needed when you submit your quote, especially how your firm is registered with the Florida Division of Corporations. Please visit [dos.myflorida.com/sunbiz/](http://dos.myflorida.com/sunbiz/) for this information. It is essential to return a copy of your W-9 with your quote. Thank you.

### **CONTRACTOR CONTACT INFORMATION**

CONTACT NAME: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS RFP EXCEPT AS NOTED BY EXCEPTION, INCLUDING ALL INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS RFP FOR THE PROPOSER.

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SEE SECTION F FOR PRICING SUMMARY

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

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## **SECTION A - GENERAL CONDITIONS**

### **1. CONTRACTOR SUBMISSION**

- a. Submittals shall be uploaded utilizing Pinellas ePro procurement website. Failure to comply could result in the submittal being rejected.
- b. Submittals must be on the forms furnished. Submittals sent via email will not be considered.

### **2. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contractor documents. All questions pertaining to the terms and conditions or scope of work of this solicitation must be sent in writing (electronically) to the Purchasing and Risk Management Division and received by the date specified in solicitation. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the solicitation. All such addenda shall become part of the agreement documents. The County will not be responsible for any other explanation or interpretation of the proposed solicitation made or given prior to the award of the agreement. The Purchasing and Risk Management Division will be unable to respond to questions received after the specified time frame.

### **3. DESCRIPTION OF GOODS/SERVICES/SUPPLIES**

- a. Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Submittals will be considered for all brands which meet the quality of the specifications listed for any items.
- b. contractors are required to state exactly what they intend to furnish otherwise they shall be required to furnish the items as specified.
- c. contractor submission shall include all data necessary to evaluate and determine the quality of the item(s) they intend to furnish.

### **4. ALTERNATES**

Unless otherwise provided in the solicitation, alternatives may be included in the plans, specifications, and/or solicitation. When the County includes alternates in the solicitation, the contractor shall indicate on the submittal the cost of said alternate and sum to be deducted or added to the base pricing. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein. If the contractor is proposing an alternate that is not provided in the solicitation, alternate(s) must be submitted within the Pinellas ePro Q & A Tab prior to the question deadline, and receive approval prior to the solicitation opening date in order to be considered for award.

### **5. RIGHTS OF PINELLAS COUNTY IN REQUEST FOR PROPOSAL PROCESS**

In addition to all other rights of the County under Florida law, the County specifically reserves the following:

- a. Pinellas County reserves the right to rank contractors and negotiate with the highest-ranking contractor. Negotiation with an individual vendor does not require negotiation with others.
- b. Pinellas County reserves the right to select the contractor that it believes will serve the best interest of Pinellas County.
- c. Pinellas County reserves the right to reject any or all submittals. The respective constitutional officer, county administrator on behalf of the board of county commissioners or within their delegated financial approval authority, or director of purchasing, within their delegated financial approval authority shall have the authority when the public interest will be served thereby to reject all submittals or parts of submittals at any stage of the procurement process through the award of the agreement.
- d. Pinellas County reserves the right to cancel the entire submittal.
- e. Pinellas County reserves the right to remedy or waive technical or immaterial errors in the solicitation or submittals received.
- f. Pinellas County reserves the right to request any necessary clarifications or revisions data without changing the terms of the solicitation.

g. Pinellas County reserves the right to require the contractor to perform the services required on the basis of the original submittal without negotiation.

## **6. EVALUATION CRITERIA**

The evaluation criteria define the factors that will be used by the Evaluation Committee to evaluate and score responsive, responsible and qualified submittals. Contractor shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their submittal. Each submission shall be evaluated and ranked by an Evaluation Committee. The contract will be awarded to the most qualified contractor, per the evaluation criteria listed in the Scope of Work of the solicitation.

## **7. COSTS INCURRED BY PROPOSERS**

All expenses involved with the preparations and submissions to the County and any oral presentations, or any work performed in connection therewith, shall be borne solely by the contractor(s). No payment will be made for any responses received, or for any other effort required of, or made by, the contractor(s) prior to contract commencement unless otherwise specified in the Scope of Work in this solicitation.

## **8. ORAL PRESENTATION**

An oral presentation may be requested of any contractor, at the Evaluation Committee's discretion. If an oral presentation is requested the written evaluation process shall be utilized to short list proposals. If required as part of the evaluation process, the oral presentation shall be scored as specified in the Scope of Work of the RFP. The most qualified contractor as determined by evaluation process shall proceed with the contracting process.

## **9. CONFLICT OF INTEREST**

- a. The contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The contractor further represents that no person having any such interest shall be employed during the agreement term and any extensions. In addition, the contractor shall not offer gifts or gratuities to County employees as County employees are not permitted to accept gifts or gratuities. By signing this document, the contractor acknowledges that no gifts or gratuities have been offered to County employees or anyone else involved in this competitive solicitation process.
- b. The contractor shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the contractor. The County agrees to notify the contractor of its opinion, by certified mail, within thirty days of receipt of notification by the contractor.
- c. It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – **(727) 45FRAUD** (453-7283)

Fax – 727-464-8386

## **10. WITHDRAWAL OF PROPOSAL**

The submittal may be withdrawn prior to the bid opening date, however, a submittal may not be withdrawn for a period of time as specified in this solicitation document.

## **11. LATE PROPOSAL OR MODIFICATIONS**

- a. Submittals and modifications received after the time set for the submission will not be considered. This upholds the integrity of the process.

b. Modifications in writing received prior to the time set for the submittal will be accepted.

**12. PROPOSALS FROM RELATED PARTIES / MULTIPLE PROPOSALS RECEIVED FROM ONE VENDOR**

Where two (2) or more related parties each submit a proposal or multiple proposals are received from one (1) vendor, for any contract, such proposals shall be judged non-responsive. Related parties mean proposers or the principles thereof, which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principles thereof of one (1) proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

**13. JOINT VENTURES**

All contractors intending to submit as a joint venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting (see Section 489.119 Florida Statutes).

Joint ventures must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

**14. PROVISION FOR OTHER AGENCIES**

Unless otherwise stipulated by the contractor(s), the contractor(s) agree to make available to all Government agencies, departments, and municipalities the prices submitted in accordance with said terms and conditions therein, should any said governmental entity desire to buy under this solicitation. Eligible users shall mean all State of Florida Agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the agreement.

**15. COLLUSION**

The contractor, by affixing his signature to this proposal, agrees to the following: "Contractor certifies that its submittal is made without previous understanding, agreement, or connection with any person, firm or corporation making a submittal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

**16. STATEMENT RELATIVE TO PUBLIC ENTITY CRIMES**

Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and contractor agrees that its submittal and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. contractor represents and certifies that contractor is and will at all times remain eligible to submit for and perform the services subject to the requirements of these, and other applicable, laws. contractor agrees that any agreement awarded to contractor will be subject to termination by the County if contractor fails to comply or to maintain such compliance.

**17. COUNTY INDEMNIFICATION VARIANCE FROM STANDARD TERMS & CONDITIONS**

Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

## **18. VARIANCE FROM STANDARD TERMS & CONDITIONS**

All standard terms and conditions stated in this section apply to this Agreement except as specifically stated in the subsequent sections of the document, which take precedence over this section, and should be fully understood by contractors prior to submitting on this requirement.

## **19. ADA REQUIREMENT FOR PUBLIC NOTICES**

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727-464-4062 (voice/tdd) fax 727-464-4157, not later than seven days prior to the proceeding.

## **20. PROCUREMENT POLICY FOR RECYCLED MATERIALS**

- a. Pinellas County wishes to encourage its contractors to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.
- b. When awarding a purchase or recommending a purchase for products, materials, or services, the Director of Purchasing and Risk Management may allow a preference to a responsive contractor who certifies that their product or material contains the greatest percentage of postconsumer material. If solicitation includes paper products, contractor must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.
- c. On all quotes over fifty thousand dollars (\$50,000) and informal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing and Risk Management shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.
- d. Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying submittal received.

### **Definitions for Recycled Materials:**

**Recovered Materials:** Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

**Recycled Materials:** Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

**Postconsumer Materials:** Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

## **21. ADDITIONAL REQUIREMENTS**

The County reserves the right to request additional goods or services relating to this agreement from the contractor. When approved by the County as an amendment to this agreement and authorized in writing, the contractor shall provide such additional requirements as may become necessary.

## **22. AGREEMENT**

In addition to being subject to all terms and conditions in this solicitation, all responses are subject to the terms and conditions in the agreement attached to the solicitation. Additional or modified terms and conditions in the agreement may be necessary depending on the responses to the solicitation, including any exceptions stated by the contractor as required by Section A, PREPARATION OF SUBMITTAL of this solicitation. However, the County may reject any exception proposed by the contractor and shall not be bound by any additional or modified terms and conditions that are in conflict with the terms and conditions in the agreement, or are not acceptable to, or have been declared to be non-negotiable by the County, as determined in its sole discretion.

## **23. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS**

Contractors shall use the original solicitation form(s) provided by the Purchasing & Risk Management Division and enter information only in the spaces where a response is requested. Contractors may use an attachment as an addendum to the solicitation form(s) if sufficient space is not available on the original form for the contractor to enter a complete response. Any modifications or alterations to the original solicitation documents by the contractor, whether intentional or otherwise, will constitute grounds for rejection of a solicitation. Any such modifications or alterations a contractor wishes to propose must be clearly stated in the contractor's submittal response and presented in the form of an addendum to the original solicitation documents.

## **24. PUBLIC RECORDS/TRADE SECRETS**

Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

To the extent that contractor desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and contractor shall provide an additional copy of the contractors submittal that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the contractor signature page, contractor acknowledges and agrees:

- i. That after notice from the County that a public records request has been made for the materials designated as a trade secret, the contractor shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than ten (10) calendar days from the date of notification or contractor will be deemed to have waived the trade secret designation of the materials;
- ii. That to the extent that the contractor with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating agreement terms, approving any agreement based on the contractor, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final agreement award;
- iii. To indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the contractor, including actions or claims arising from the County's non-disclosure of the trade secret materials.
- iv. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Contractor agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire submission document, line item and/or total contractor prices, the work, services, project, goods, and/or products to be provided by contractor, or any information, data, or materials that may be part of or incorporated into an agreement between the County and the contractor is not acceptable to the County and will result in a determination that the contractor submittal is nonresponsive; the classification as trade secret of any other portion of a submittal document may result in a determination that the submittal is nonresponsive.

## **25. LOBBYING**

"Lobbying shall be prohibited on all county competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection

process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer, any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, "lobbying" shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director."

(Ord. No. 02-35, 5-7-02; Ord. No. 04-64, § 12, 9-21-04; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 10-09, § 6, 2-16-10; Ord. No. 11-23, § 2, 7-26-11; Ord. No. 14-11, § 5, 2-11-14; Ord. No. 18-34, 10-23-18).

## **26. PROTEST PROCEDURE**

As per Section 2-162 of County Code

- a. Right to Protest. "A vendor who is aggrieved by the contents of the bid or proposal package, or a vendor who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director, as provided herein. This right to protest is strictly limited to those procurements of goods and/or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations, negotiations, qualifications or letters of interest; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section shall not be reviewed."
- b. "Posting. The purchasing department shall post the recommended award on or through the departmental website."
- c. Requirements to protest.
  1. "If the protest relates to the content of the bid or proposal package, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after issuance of the bid or proposal package."
  2. "If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after posting of the award recommendation."
  3. "The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds."
  4. "A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder or proposer."

- d. "Sole remedy. These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award."
- e. "Lobbying. Protestors and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any county official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office to address situations such as clarification and/or pose questions related to the procurement process. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided, however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this Code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration."
- f. "Time limits. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or proposal."
- g. "Authority to resolve. The director shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. EST on the tenth full business day after the filing thereof."
- h. "Review of director's decision."
  - 1. "The protesting party may request a review of the director's decision to the county administrator by delivering written request for review of the decision to the director by 5:00 p.m. EST on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the bidder or proposer deems relevant to the issues raised in the request to review the decision of the director."
  - 2. "The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m. EST on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction."
- i. "Stay of procurement during protests. There shall be no stay of procurement during protests."

(Ord. No. 94-51, § 5, 6-7-94; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 14-11, § 2, 2-11-14; Ord. No. 18-34, 10-23-18)

**27. PUBLIC RECORDS – CONTRACTOR'S DUTY**

**If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this agreement, the contractor shall contact:**

**Pinellas County Board of County Commissioners**

**Purchasing and Risk Management Division**

**400 S. Ft. Harrison Ave, 6th Floor,**

**Clearwater, FL 33756**

**Public Records Liaison**

**Phone: 727-464-4485**

**Email: [jpeters@pinellascounty.org](mailto:jpeters@pinellascounty.org)**

**28. E-VERIFY**

The contractor and subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.

**29. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986**

Contractor acknowledges that it is functioning as an independent contractor in performing under the terms of this agreement, and it is not acting as an employee of Pinellas County. The contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of the agreement shall be considered a material breach and shall be ground for immediate termination of the agreement.

**30. TRUTH IN NEGOTIATIONS:**

The contractor certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original agreement amount and any additions thereto shall be adjusted to exclude any significant sums where the County determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the agreement.

## **SECTION B – SPECIAL CONDITIONS**

### **1. INTENT**

In accordance with attached specifications, it is the intent of Pinellas County to establish a contract(s) for **Adult Drug Court Treatment - Division N and Z** Services for qualifying, felony drug offenders through the use of Drug Court and supportive services, as and when required.

### **2. PROPOSAL REQUIREMENTS**

Each proposal shall at a minimum address and/or include the following information and documentation in sufficient detail for the County to evaluate the Proposer's qualifications, as well as the methods, manner, proposed completion schedule if applicable, and the cost to complete the Section E Scope of Work:

- a. A separate statement describing the Proposer's qualifications and experience in providing the same or similar services as outlined in the RFP Scope of Work. This description should include the names of the person(s) who will provide the services, including any subcontractors, their qualifications, and the years of experience in performing this type of work/services. Also include the reference information requested in Section D.
- b. A separate written narrative describing the methods and/or manner in which the Proposer proposes to satisfy the requirements of the Scope of Work set out in Section E.
- c. A separate proposed Statement of Work (Proposer's Statement of Work) that enumerates and defines the work/services that Proposer will provide to the County to complete the Scope of Work in this RFP, including each task, deliverable, and/or goods or products comprising the services Proposer will provide, as well as a proposed completion schedule for each task or deliverable, if applicable. The Proposer's Statement of Work shall be in a form that can be incorporated into the Services Agreement as an Exhibit at the County's option.
- d. The proposed compensation to be paid by the County for the services identified in the Proposer's Statement of Work required in subsection 2(c) above. Proposer shall complete Section F – Proposal Summary.
- e. Any exceptions to any section of this RFP.

### **3. PRICING/PERIOD OF CONTRACT**

Unit prices bid of listed items shall be held firm for the duration of the contract. Duration of the contract for Division N shall be for a period of **(5)** year(s) from the effective date and any extension thereof.

Division Z shall be effective from the effective date through June 30, 2027.

### **4. TERM EXTENSION(S) OF CONTRACT**

**NOT APPLICABLE**

**5. FEES AND EXPENSES**

The agreed to compensation will include all standard day-to-day administrative, overhead and internal expenses; including, but not limited to:

Costs of bonds and insurance premiums as required by this RFP	Computer/software
Support	Equipment and usage
Office supplies	Telephone charges
Safety equipment	Emails
Consumables	Electronic data transmission fees
Other consulting services	Standard copier usage
Special presentations	Fax charges
Regular and certified postage	Travel, per diem and lodging charges, unless otherwise agreed to by the county in the services agreement

Travel and lodging expenses will be included in the lump sum proposal and will be paid in accordance with Florida Statute 112.061, and/or County Travel Policy, as approved by the County.

**6. PRE-CONFERENCE – FRIDAY, APRIL 29, 2022 @ 10:00 A.M.**

Microsoft Teams meeting

**Join on your computer or mobile app**

[Click here to join the meeting](#)

[Learn More | Meeting options](#)

**7. SITE VISIT**

**NOT APPLICABLE**

**8. PRE-COMMENCEMENT MEETING**

Upon award of bid, the County will coordinate a pre-commencement meeting with the successful Contractor. The meeting will require Contractor and the County Representative to review specific contract details and deliverable documents at this meeting to ensure the scope of work and work areas are understood.

**9. PERFORMANCE SECURITY**

**NOT APPLICABLE**

## **10. TIMELINE**

Following is a listing of actions and anticipated dates; the County reserves the right to change the dates, if necessary.

Date	
April 14, 2022	Advertising & Publishing RFP
April 29, 2022	Deadline for Questions/Clarifications at 3:00 p.m.
May 10, 2022	Proposals due in Purchasing by May 10, 2022 @ 3:00 p.m. Public bid opening to follow immediately.
TBD	Evaluation of the RFP
TBD	Recommendation due to Purchasing from Human Services
TBD	Submit recommendation to Board for Award of Contract

## **11. PROPOSAL SUBMITTAL COPIES**

The preferred method is PDF conversion from the Proposer's source files (to minimize file size and maximize quality and accessibility) rather than scanning.

### **Instructions for Providing Files in PDF Format to Pinellas County Government**

How do I convert my files to PDF format?

**Answer** - If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

Should I scan everything and save as PDF?

**Answer** - Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible\* under Federal ADA guidelines (\*unless the scans are OCR.)

## **12. BREACH OF CONTRACT**

Failure of Contractor to perform any of the services required by this contract within 10 days of receipt of written demand for performance from the County shall constitute breach of contract.

## **SECTION C – INSURANCE AND INDEMNIFICATION REQUIREMENTS**

### **1. LIMITATIONS ON LIABILITY**

By submitting a Proposal, the Vendor acknowledges and agrees that the services will be provided without any limitation on the Vendor's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Vendor's liability to any specified amount in the performance of the services. The Vendor shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. The Vendor is deemed to have accepted and agreed to provide the services without any limitation on the Vendor's liability that the Vendor does not take exception to in its response. Notwithstanding any exceptions by the Vendor, the County reserves the right to declare its prohibition on any limitation on the Vendor's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on the Vendor's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

### **2. INDEMNIFICATION**

Vendor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

### **3. INSURANCE:**

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Vendor shall obtain and maintain and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).

**The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized Vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Vendor or their agent prior to the expiration date.

- 1) The Vendor shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
- 2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

D. If subcontracting is allowed under this RFP, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any Subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the Subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.

All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall

- 1) Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
- 2) Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
- 3) Provide that County will be an additional indemnified party of the subcontract;
- 4) Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
- 5) Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below;
- 6) Assign all warranties directly to the County; and
- 7) Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

E. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

- 1) **Workers' Compensation Insurance:** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance:** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No exclusions for physical abuse or sexual molestation.

Limits

Each Occurrence or Claim	\$ 1,000,000
General Aggregate	\$ 2,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- 3) **Business Automobile or Trucker's/Garage Liability Insurance** covering owned, hired, and non-owned vehicles. If the Consultant does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Consultant can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$1,000,000
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4) **Professional Liability (Errors and Omissions) Insurance** with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$ 1,000,000
General Aggregate	\$ 1,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

5) **Cyber Risk Liability (Network Security/Privacy Liability) Insurance** including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

6) **Property Insurance:** Vendor will be responsible for all damage to its own property, equipment and/or materials.

## **SECTION D – CONTRACTOR REFERENCES**

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: \_\_\_\_\_

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

HOW LONG IN PRESENT LOCATION: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

TOTAL NUMBER OF CURRENT EMPLOYEES: \_\_\_\_\_ FULL TIME \_\_\_\_\_ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: \_\_\_\_\_

All references will be contacted by a County Designee via email, fax or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

Bidders must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services. EITHER LOCAL COMMERCIAL OR GOVERNMENTAL REFERENCE(S) (PINELLAS COUNTY GOVERNMENT REFERENCES WILL NOT BE ACCEPTED) THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1.	2.
COMPANY:	COMPANY:
ADDRESS:	ADDRESS:
TELEPHONE/FAX:	TELEPHONE/FAX:
CONTACT:	CONTACT:
CONTACT EMAIL:	CONTACT EMAIL:
COMPANY EMAIL ADDRESS:	COMPANY EMAIL ADDRESS:
3.	4.
COMPANY:	COMPANY:
ADDRESS:	ADDRESS:
TELEPHONE/FAX:	TELEPHONE/FAX:
CONTACT:	CONTACT:
CONTACT EMAIL:	CONTACT EMAIL:
COMPANY EMAIL ADDRESS:	COMPANY EMAIL ADDRESS:

## **SECTION E – SCOPE OF WORK**

### **A. OBJECTIVE:**

Pinellas County (County) seeks to establish contract(s) for Drug Court Treatment Services for County residents within service groups outlined below. Conduction of all services must be in accordance with Chapter 65D-30, Florida Administrative Code, known as the Substance Abuse Standards. It is the desire of the County to utilize geographically diverse organizations with locations throughout the county, and multiple vendors may be considered to ensure capacity, geographic availability, and adult drug court need. Only proposals from vendors located within Pinellas County will be considered.

Vendors may propose for each of the 5 Groupings listed below or may choose to propose for specific Groups for consideration in their response. Please note that vendors proposing to provide outpatient treatment listed in Group 2 and 3 below must respond to both groups and must be willing to provide both the Outpatient Level II and Level III services in accordance with this solicitation. The County, in coordination with the Sixth Judicial Circuit Court, may select one or more vendors for service delivery under each of the proposed groupings. Vendors must indicate that they are willing and able to deliver services for Division N and Z as described below. Please note that the County may require a single agreement with a vendor or may break out the awarded services into 2 agreements to ensure effective delivery of services under Division N and Division Z.

Group 1 – Residential Drug Court Treatment Services  
Group 2 – Outpatient Level II services for Adult Drug Court  
Group 3 – Outpatient Level III services for Adult Drug Court  
Group 4 – Substance Abuse/Mental Health Screening Assessments  
Group 5 – Transitional Housing

### **B. BACKGROUND:**

The Sixth Judicial Circuit (Court) Adult Drug Court (ADC) program originally operated as an eighteen (18) to twenty-four (24) month, Court-supervised comprehensive treatment for non-violent felony offenders participating the ADC program, known as Division N. In 2001, the ADC was expanded to serve otherwise prison-bound defendants (those scoring prison time), known as Division Z. Both Division N and Z are operated by the Sixth Judicial Circuit serving Pinellas County.

The ADC is a voluntary program involving regular court appearances before a Drug Court judge. The Court exists to provide Drug Court participants the opportunity to avoid a prison sentence by becoming productive, drug-free members of the community. The treatment-based approach begins with an eligible defendant receiving a substance abuse assessment administered by a licensed treatment provider. Following the substance abuse evaluation and based upon the result, the licensed and certified assessor will make a treatment recommendation to the Court.

Frequent judicial review hearings enable the Court to closely monitor a participant's progress in treatment and results of frequent random drug testing. Participants report directly to the Drug Court judge at these hearings, and based upon success or setbacks, the Drug Court judge either rewards compliance or sanctions non-compliance.

Link to information website: <http://www.jud6.org/contactinformation/adultdrugcourt.html>

**C. REQUIREMENTS:**

1. The Proposer must be incorporated for at least one (1) year in the State of Florida and provide proof of current status with the State of Florida as a licensed for or non-profit organization.
2. The Proposer and the County shall work cooperatively to ensure service delivery is in complete compliance with all such mandates and requirements. All services provided under this contract must meet all applicable local, state and federal ordinances, laws, rules and regulations and any applicable court orders. Should any of the laws, standards, rules or regulations or department procedures change during the course of the contract term, the updated version will take precedence.
3. The Proposer shall ensure that all substance abuse treatment services provided are in accordance with Chapter 397, F.S. Rule 65D-30, Florida Administrative Code (FAC) and all updates, and Code of Federal Regulation 42, Part 2.
4. The Proposer shall provide 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. The services under this agreement may be provided by a single Proposer or by multiple Proposers.
5. The Proposer shall have and maintain the level of licensure appropriate to the program type and as specified by Rule 65D-30, FAC and all updates and revisions. Licensure shall be current at all times and prominently displayed at the program site (Chapter 397.401 Florida Statutes, Rule 65D-30 FAC). The Proposer shall pay for all costs associated with local, state and federal licenses, permits and inspection fees required to provide services. The County must be provided with a copy of all licenses. The Proposer will notify the County immediately of any changes to the licensing status. A copy of the Department of Children and Family licensing inspection report must be provided to the County.
6. All substance abuse treatment services shall be provided under the supervision of a "qualified professional" as defined in Chapter 397 Florida Statutes, and Rule 65D-30 FAC. Proposer shall provide an adequate level of professional treatment staff for required services and shall ensure that staff are appropriately trained. The Proposer shall ensure the constant presence of sufficient staff and treatment space to provide the required services.
7. The Proposer agrees to share data as outlined in the Data Sharing Agreement (Attachment A) and provide program and other information in electronic format to the Pinellas County Mental Health and Substance Abuse Data Collaborative for the purpose of research and policy development.
8. The Proposer agrees to sign a HIPAA Business Associate Agreement (Attachment B).
9. Standard Services Agreement - The awarded contractor(s) will be required to execute the attached standard services agreement. No exceptions to the standard services agreement will be executed.

**D. BACKGROUND CHECKS:**

Proposers agree that the Court requires criminal history records checks on any Proposer 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 cost of performing the criminal history records checks is an allowable expense under this agreement, if the Proposer is not already required to pay for criminal records check as part of its normal operations.

The criminal history records check must be completed in accordance with Sections 394.4572, 408.809 and 435.12, Florida Statutes, within thirty (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 Proposer 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 seven (7) days of beginning work. The Proposer 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.

If any disqualifying crimes are present on the record, the Proposer 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.

During the term of the agreement, the Proposer 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 Proposer's staff, employee or subcontractor assigned to this agreement within one (1) business day of Proposer's knowledge. The notice shall include the County's name, the staff member's name and the location and nature of the alleged violation. The Court reserves the right to require the Proposer 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 Proposer shall notify the Court within ten (10) calendar days of case disposition.

**E. SCOPE OF WORK:**

**1. Target Population:** The target population for this program is non-violent felony drug offenders.

- a) Proposer must demonstrate at least one (1) year of experience providing service to the Target Population.
- b) Proposer must describe relevant experience with similar projects/Target Population.
- c) Proposer must describe agency's criminal justice service experience.
- d) Proposer must describe community resources used in meeting the needs of the Target Population.

**2. Services to be Performed:**

a) Group 1 – Residential Drug Court Treatment Services

Proposer will provide a variable length (8-18 months), two-part residential drug treatment service for each defendant in Adult Drug Court, as referred by the Court. All services will be provided in accordance with Chapter 65D-30, Florida Administrative Code.

Part 1:

- i. Two (2) months of intensive drug treatment, wherein the participant remains at the facility twenty-four (24) hours per day;
- ii. At least ten (10) hours of treatment per week; and
- iii. At least one (1) individual and three (3) group counseling sessions per week.

Part 2:

- i. Four (4) months of employment/re-entry treatment and training where the participant resides at the facility. The participant must leave the facility for full-time employment but is required to return each evening for additional services.
- ii. At least six (6) hours of treatment per week; and
- iii. At least one (1) individual counseling session and two (2) group sessions per week.

Throughout the program:

- iv. Frequent random drug testing using either urine drug screenings or oral swab screens at a minimum of once a week for multiple drugs during the course of treatment, and up to twenty-six weeks thereafter on a frequency basis as ordered by the Court.
- v. Provide consultation or referral arrangements for any mental health, medical or other social service needs, as deemed appropriate.
- vi. Provide means of transportation to bring offenders to Court as needed; and

After the treatment program:

vii. Provide aftercare counseling sessions as needed for clients completing active residential treatment for up to an additional twelve (12) weeks.

Proposer is to provide the Adult Drug Court with the following:

- i. Notification of client's arrival for screening process inclusive of client's acceptance or non-acceptance into treatment setting.
- ii. Notification of treatment start date.
- iii. Evaluation recommendations.
- iv. Reports for judicial reviews **no later than forty-eight (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.
- v. Immediate notification of termination, discharge or elopements.
- vi. Immediate notification of violation of terms of treatment (i.e., failed drug screens, missed treatment appointments, etc);
- vii. Immediate notification of hospitalization or significant disruption of treatment process.
- viii. Discharge information will be supplied to the Court, and a copy will be forwarded to the Department of Corrections.
- ix. Court appearances by the Proposer will be made as required by the Court;
- x. 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; and
- xi. Weekly written reports to the Court on treatment availability status and size of wait lists.

b) **Group 2 – Outpatient Level II Services for Drug Court:**

Proposer will provide Outpatient Level II drug treatment services for defendants in Adult Drug Court, as directed by the Court.

All services will be provided in accordance with Chapter 65D-30, Florida Administrative Code. In addition to the standards proscribed in 65D-30.010(1), each defendant/respondent will be provided with counseling services that are consistent with Drug Court Level II outpatient treatment. The following required services exceed the standards for outpatient treatment as defined in 65D-30.010(1).

The following services will be provided to defendants and respondents within fourteen (14) days of receipt of Court referral:

- i. Services will be offered in both North and South Pinellas County.
- ii. Group counseling services will be available day and night.
- iii. Group counseling will be offered two (2) hours daily, twice weekly for a minimum of twelve (12) weeks.
- iv. Screenings, assessments and subsequent recommendations, if any, will be provided to the Court.
- v. Individual treatment and discharge planning will be made within thirty (30) days of referral by the Court. Treatment evaluations will be made every thirty (30) days.
- vi. Random urine drug screenings or oral swab drug screenings will be given on a random basis at least weekly for multiple drugs during the course of treatment and up to twelve (12) weeks thereafter on a frequency basis as ordered by the Court. Consultation or referral arrangements will be made where psychiatric, medical or other social services are deemed appropriate.
- vii. Participation by clients in community self-help groups such as NA or AA will be encouraged. Attendance at these meetings shall not, however, constitute part of the requirement for substance abuse counseling; and
- viii. Counseling groups will be no larger than twenty (20) persons per group.

Proposer is to provide the Adult Drug Court with the following:

- i. Notification of client's arrival for screening process inclusive of client's acceptance or non-acceptance into treatment setting.
- ii. Notification of treatment start date.
- iii. Evaluation recommendations.
- iv. Reports for judicial reviews **no later than forty-eight (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.
- v. Immediate notification of termination, discharge or elopements.
- vi. Immediate notification of violation of terms of treatment (i.e., failed drug screens, missed treatment appointments, etc.);
- vii. Immediate notification of hospitalization or significant disruption of treatment process.
- viii. Discharge information will be supplied to the Court, and a copy will be forwarded to the Department of Corrections.
- ix. Court appearances by the Proposer will be made as required by the Court.
- x. 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; and
- xi. Weekly written reports to the Court on treatment availability status and size of wait lists.

c) **Group 3 – Outpatient Level III Services for Drug Court:**

Proposer will provide Outpatient Level III drug treatment services for defendants in Adult Drug Court, as directed by the Court.

All services will be provided in accordance with Chapter 65D-30, Florida Administrative Code. In addition to the standards proscribed in 65D-30.010(1), each defendant/respondent will be provided with counseling services that are consistent with Drug Court Level II outpatient treatment. The following required services exceed the standards for outpatient treatment as defined in 65D-30.010(1).

The following services will be provided to defendants and respondents within fourteen (14) days of receipt of Court referral:

- i. Services will be offered in both North and South Pinellas County.
- ii. Group counseling services will be available day and night.
- iii. Group counseling will be offered two (2) hours daily, twice weekly for a minimum of twelve (12) weeks.
- iv. Screenings, assessments and subsequent recommendations, if any, will be provided to the Court;
- v. Individual treatment and discharge planning will be made within thirty (30) days of referral by the Court. Treatment evaluations will be made every thirty (30) days.
- vi. Random urine drug screenings or oral swab drug screenings will be given on a random basis at least weekly for multiple drugs during the course of treatment and up to twelve (12) weeks thereafter on a frequency basis as ordered by the Court;
- vii. Consultation or referral arrangements will be made where psychiatric, medical or other social services are deemed appropriate.
- viii. Participation by clients in community self-help groups such as NA or AA will be encouraged. Attendance at these meetings shall not, however, constitute part of the requirement for substance abuse counseling; and
- ix. Counseling groups will be no larger than twenty (20) persons per group.

Proposer is to provide the Adult Drug Court with the following:

- i. Notification of client's arrival for screening process inclusive of client's acceptance or non-acceptance into treatment setting.
- ii. Notification of treatment start date.
- iii. Evaluation recommendations.
- iv. Reports for judicial reviews **no later than forty-eight (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;
- v. Immediate notification of termination, discharge or elopements.
- vi. Immediate notification of violation of terms of treatment (i.e., failed drug screens, missed treatment appointments, etc);
- vii. Immediate notification of hospitalization or significant disruption of treatment process;
- viii. Discharge information will be supplied to the Court, and a copy will be forwarded to the Department of Corrections.
- ix. Court appearances by the Proposer will be made as required by the Court.
- x. 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; and
- xi. Weekly written reports to the Court on treatment availability status and size of wait lists.

d) **Group 4 – Substance Abuse/Mental Health Screening Assessments:**

- i. Perform short (30-45 minute) assessments per month of Drug Court clients and prospective Drug Court clients who are not represented by private counsel.
- ii. Assessments will be performed in person for out-of-custody clients at a provider location or in-custody at the Pinellas County Jail (proper security clearance for access to the jail required);
- iii. Assessment tool must be an evidence-based tool which looks at drug use severity and identified major mental health problems, motivation for treatment, and criminal thinking patterns; Part of the assessment process may involve conducting a drug screen.
- iv. Proposer must demonstrate staff qualifications for the administration of the chosen instruments. Please provide with your proposal a list of relevant qualifications for all staff members who will administer the tool.
- v. 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;
- vi. 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;
- vii. Reports must be timely submitted three (3) weeks from time of referral or seven (7) days prior to the next scheduled court date, whichever is sooner;
- viii. Proposer must provide available appointment slots for arraignment/pretrial hearings so that defendants can be assigned assessment appointments;
- ix. 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 forty-eight (48) hour notice; and
- x. 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.

**e) Group 5 – Transitional Housing:**

Proposer will provide transitional housing to eligible Division N or Z Drug Court defendants.

- i. Staff is to be on call twenty-four (24) hours per day, seven (7) days per week.
- ii. Staff must be onsite and have contact with each participant at least once per week. Multiple visits may be required until all residents are contacted.
- iii. Proposer program staff will conduct face-to-face visits with eligible adult Drug Court defendants for screening/assessment, coordination of services, client registration and follow-up.
- iv. Proposer program staff will coordinate services with Non-Adjudicatory Adult Drug Court Expansion partners to meet the needs of participating Drug Court defendants throughout Pinellas County, Florida.
  - v. 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.
- vi. Proposer shall notify Adult Drug Court of service termination no later than the next drug court judicial review hearing; and
- vii. Frequent communication with Court staff regarding transitional housing bed availability and wait lists.
- viii. Court appearances by the Proposer shall be made as required by the court.

**3. Approach (Best Practices, Models, Timeline):**

- a) Proposer must describe processes and procedures for delivering services as part of a court-related treatment program.
  - i. Proposer must describe how the agency plans to work within the court environment and culture, including but not limited to, how the agency envisions working with the court personnel (including the Judge, attorneys, and the Court Program Manager).
  - ii. Proposer must demonstrate ability to collaborate with local service delivery partners and other community organizations including crisis stabilization units and the county jail. Describe previous and current collaborations as appropriate.
- b) Proposer must describe best/evidence-based practices to be utilized in delivering the services as outlined in this *Scope of Work Section E(2) Services to be Performed*.
- c) Proposer must describe approach to providing individual and group treatment modalities.
- d) Proposer must describe how the proposed model and services will achieve treatment results.
- e) Proposer must develop and continually adapt the method and mechanisms for reviewing and providing treatment modalities.
- f) Proposer must describe efforts to outreach to and engage referred clients.
- g) Proposer must describe any connection to post-program services and treatment, and costs or barriers to a client's continued success.
- h) Proposer must discuss potential barriers and established resources and strategies to overcome.
- i) Proposer must be willing to travel to off-site locations such as for court appearances, and for assessment services, have the capacity to conduct assessments remotely such as at the Pinellas County jail, as necessary.
- j) The facility service location must meet all state, county and city zoning, permitting and licensing at the time of contract award, as well as any other requirements necessary to operate the service location. The Proposer must provide such documentation to the County as requested. Location of the facility should promote client accessibility, such as reasonable access to public transportation or the courts.
- k) Proposer must provide foreign language interpreters in order to effectively communicate with clients during the delivery of contracted services, as necessary.
- l) Any proposed treatment copayments or fees incurred by the client while participating in the treatment program must be fully disclosed to the offender during orientation. All fees for which the Proposer will request reimbursement from the client must be approved, in advance, by the County and deducted from the project costs from which the Proposer requests County contract reimbursement. Proposer will provide a receipt to the client for each payment made. The Adult Drug Court does not enforce the collection of provider copayments.

- m) The Court will order appropriate treatment and Drug Court staff will contact the Proposer, or the client will be given pre-set Proposer orientation appointment information. Treatment must be made available within fourteen (14) days of referral by the Drug Court.
- n) Proposer must describe staffing plan and program strategy, including the responsibilities and qualifications for person(s) who will provide services under the program.
  - i. Describe staff-to-client ratio (excluding any applicable administrative personnel).
  - ii. Provide an organizational chart showing which individuals will be providing services for the Adult Drug Court.
  - iii. Hire, onboard and staff within 45 days of the contract award in a competitive labor market.
- o) Proposer must demonstrate the ability and process to track staff time and resources dedicated to a state grant, including accounting of program generated income.
- p) Proposer must describe systems in place to collect, store, and securely report required data, including client-level data, in a timely manner to the County to ensure submission of all grant reports by the stated due dates.
- q) Proposer must describe how services and outcomes (short-term, intermediate, and long-term) will be collected, monitored, and evaluated.

**4. Program Oversight and Administration:**

- a) The contract will be administered by Human Services. However, the proposer awarded the contract will work with Human Services and any partnering funders to coordinate services among service providers, enhance service delivery, address issues that arise within the program.
- b) The awarded proposer will attend programmatic and contractual meetings no less than monthly.
- c) Proposer should demonstrate quality assurance efforts which will support the efficiency and fidelity of the program.

**5. Performance Requirements for All Groups:**

**a) Program Monitoring**

Program Monitoring will occur at intervals as determined by the County. Program monitoring will determine program compliance or non-compliance, and will consist of (but not be limited to) reviews of the following program functions:

- i. Administrative issues
- ii. Program facilities
- iii. Program staff
- iv. Program operation
- v. Clinical records review
- vi. Interviews with program staff/clients

When issues of non-compliance are identified, the Proposer will be required to submit a written corrective action plan (CAP) to the County within a specified timeframe. Failure to correct deficiencies may result in a determination of breach of contract and termination of services.

**b) Financial Consequences for Division Z- funded services ONLY as a State issued grant award for services:**

The County may impose the following financial penalties on the Proposer if the Proposer does not meet the relevant performance standard, including:

- i. Housing that does not meet the standards set by Rule 65D-30, Florida Statutes, will be considered a material breach of the obligation to provide residential treatment services. The County may refuse to pay any invoices for the residential treatment services that do not meet the standards until the breach is cured, cancel the contract with the Proposer and find a new provider, or both.
- ii. If Proposer does not timely notify the Adult Drug Court of any of the events for which notice is required herein, the invoice reimbursement may be reduced by \$25.00 for each day notification is late.
- iii. If Proposer fails to make a required Court appearance, the invoice reimbursement may be reduced by \$25.00 for each appearance missed.

- iv. If client-related data and status information is not available in the required format, the invoice reimbursement may be reduced by \$25.00 for each day data is unavailable.
- v. If Proposer does not timely provide a weekly report to the Court on treatment availability, the invoice reimbursement may be reduced by \$50.00 for each missed report.
- vi. For Outpatient Drug Court Treatment Services: outpatient and medical services appointments not scheduled within seven (7) business days of the completion of the individual treatment plan may result in a reduction in the amount equal to \$25.00 for each Participant not scheduled from the invoice reimbursement.
- vii. For Transitional Housing: each instance that a staff member cannot be reached within two (2) hours of a call may result in a \$25.00 assessment against the invoice reimbursement, up to a maximum of \$500.00 per day.
- viii. For Transitional Housing: each day that Provider is late providing notification of termination or communication with Court staff regarding bed availability, \$25.00 may be deducted from the invoice reimbursement.
- ix. For Mental Health/Substance Abuse Assessments: If any assessment reports are not submitted within three (3) weeks of referral or seven (7) days before the next scheduled Court date, whichever is sooner, \$50.00 may be reduced from the invoice reimbursement.

**F. EVALUATION CRITERIA:**

Listed below are the criteria that will be used by the County to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the County to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the following evaluation criteria:

**1. Qualifications (100 Points)**

A separate statement describing the Proposer's qualifications and experience in providing the same or similar services as outlined in the RFP Scope of Work. This description should include the names of the person(s) who will provide the services, including any subcontractors, their qualifications, and the years of experience in performing this type of work/services.

- a) Provide an attestation agreeing to the minimum qualifications with brief description as necessary to demonstrate compliance for each requirement as described in Section C.

**2. Experience with Target Population (150 Points)**

A separate statement describing the Proposer's qualifications and experience in providing the same or similar services as outlined in the RFP Scope of Work, Section E(1) Target Population. The evaluation committee will evaluate the experience the proposer has had working with the targeted population. Detail of the Proposer's experience that meets this requirement should be provided in narrative form and in sufficient detail, so the evaluation committee is able to judge its complexity and relevance. Where possible, this should include case studies detailed previous or current programs providing the same or similar services, and the number of years of experience in providing the same or similar services. The evaluation criteria for this area includes, but is not limited to:

- a) Years of experience and success in serving the target population in Pinellas County.
- b) Proposer's explanation of the issues and barriers regularly impacting the target population and affecting the success of delivered services. Please include potential methods to address the issues in a coordinated manner.

### **3. Approach (250 Points)**

A separate written narrative describing the methods and/or manner in which the Proposer proposes to satisfy the requirements of the Scope of Work.

- a) Proposer's experience, knowledge, ability, and approach/rationale to meet each item enumerated in *this Scope of Work, Section E(3), Approach*. Including reference to existing programs, policies, collaborations, trainings, and technologies as appropriate to demonstrate qualifications.

### **4. Statement of Work (250 Points)**

A separate proposed Statement of Work that enumerates and defines the work/services that Proposer will provide to the County to complete the Scope of Work in this RFP, including each task, deliverable, and/or goods or products comprising the services Proposer will provide, as well as a proposed completion schedule for each task or deliverable, if applicable. The Proposer's Statement of Work shall be in a form that can be incorporated into the Services Agreement at the County's option.

The evaluation criteria for this area includes, but is not limited to:

- a) Addressing each item enumerated in the *Scope of Work Sections E(2) Services to be Performed, E(4) Program Oversight and Administration, and E(5) Performance Requirements for All Groups*, including process, ability, and rationale for approach.
- b) Demonstrate the Proposer's ability to overcome barriers and adjust process to meet needs of community and target population.

### **5. Compensation (100 Points)**

The proposed compensation to be paid by the County for the services identified in the Statement of Work, including the methodology for determining the compensation. Unless the method of compensating Proposer for the services is otherwise specified in Section B, paragraph 5, Proposer shall specify the cost as presented in Section F – Proposal Summary.

### **6. No Exceptions to RFP (50 Points)**

Proposer is advised that exceptions to any terms and conditions contained in this RFP or the Services Agreement must be stated with specificity in its response to the RFP. The points available under this criterion will be deducted if the Proposer takes exception to any language to this RFP package. Failure to provide exceptions with the submittal shall result in the mandatory acceptance of the agreement as submitted herein by default. Exceptions must be submitted on a separate sheet titled exceptions.

**G.**

**ITEMS TO BE RETURNED WITH PROPOSAL:**

**Proposal Organization:** Proposers are expected to organize their proposals in such a manner as to facilitate the evaluation process. Proposals should be keyed or indexed to correspond with this Request for Proposal. Responses should be correlated to the specific submittal, Criterion, section or paragraph number of the request for proposal being addressed. Evaluators will make a reasonable effort to locate information in the proposals; however failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit.

a)	Page 1	Proposal Signature Page
b)	Section B	Item 2 Proposal Requirements
c)	Section B	Proposal Submittal Copies
d)	Section D	Vendor References
e)	Section E	Proposal Submittal
f)	Section F	ePayables Form
g)	Section F	Fee Schedule
h)	Section F	W-9 Form
i)	Section G	Addendum Acknowledgement Form (If Applicable)
j)	Section H	Statement of No Submittal (If Applicable)
k)	Appendix 1	E-Verify Affidavit
l)	Agreement	Signed Sample Agreement in acknowledgement of County Terms and Conditions

## SECTION F – PROPOSAL SUMMARY

Proposal Title: ADULT DRUG COURT TREATMENT – DIVISIONS N and Z

Proposal Number: 22-0371-P(LN)

**Pricing is to be ALL INCLUSIVE of all requirements for services as specified in the Scope of Work, including, but not limited to:**

- Compensation for all standard day-to-day administration
- Reporting
- Court Appearances
- Communications with the County or Court
- Overhead and internal expenses, including:
  - administrative support
  - office supplies
  - consumables
  - other consulting services
  - special presentations
  - regular and certified postage
  - travel
  - computer/software usage
  - telephone charges
  - e-mails
  - electronic data transmission fees
  - standard copier usage
  - fax charges

GROUP	DESCRIPTION	UNIT COST	
1	Residential Drug Court Treatment Services	\$	Per Bed Per Day
	Aftercare Counseling Sessions	\$	Optional Services- Per Counseling Session
2	Outpatient Level II Services for Drug Court	\$	Per counseling session with requisite drug screening and ALL-INCLUSIVE services
		\$	Optional Services - Per post-treatment drug screen as ordered
3	Outpatient Level III Services for Drug Court	\$	Per counseling session with requisite drug screening and ALL-INCLUSIVE services
		\$	Optional Services - Per post-treatment drug screen as ordered
4	Substance Abuse / Mental Health Screening Assessments	\$	Per Assessment
5	Transitional Housing	\$	Per Bed Day

**OPTIONAL SERVICES WILL NOT BE USED IN COMPENSATION SCORING**

\*Referral level of clients may fluctuate.

Note: The referrals to different types of services may vary based on the needs of each client.

DELIVERY \_\_\_\_\_ DAYS AFTER RECEIPT OF ORDER

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 [www.flsenate.gov/Laws/Statutes/2011/607.1501](http://www.flsenate.gov/Laws/Statutes/2011/607.1501).

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit [dos.myflorida.com/sunbiz/](http://dos.myflorida.com/sunbiz/) for this information on how to become registered.

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**Company Name**

## **ELECTRONIC PAYMENT (EPAYABLES)**

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card through the ePayables system. See above.

Would your company accept to participate in the ePayables credit card program?

Yes  No

For more information about ePayables credit card program please visit Purchasing Department website  
[www.pinellascounty.org/purchase/](http://www.pinellascounty.org/purchase/)

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Company Name

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Signature

---

Printed Signature

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Phone Number

---

Email

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## **W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION**

### **\*Instructions to form W-9 available upon request**

The contractor must complete and submit to the County Form W-9 available: Through the following link:

[www.irs.gov/forms-pubs/about-form-w-9](http://www.irs.gov/forms-pubs/about-form-w-9)

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HAS. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under the tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer.

## **SECTION G - ADDENDUM**

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS SOLICITATION BY SIGNING AND DATING BELOW:

<b>ADDENDA NO.</b>	<b>SIGNATURE/PRINTED NAME</b>	<b>DATE RECEIVED</b>

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) have been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in response being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding addenda issued is available on the Pinellas ePro website, [www.ebids.pinellas.gov/bso/](http://www.ebids.pinellas.gov/bso/), listed under the bid attachments.

## **SECTION H – STATEMENT OF NO BID**

**NOTE:** If you do not intend to bid on this requirement, please complete this form. **Thank you.**

We, the undersigned have declined to submit a bid for No. 22-0371-P for Adult Drug Court Treatment - Division N and Z.

- Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the Invitation to Bid.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet Bond requirement.
- Specifications unclear (explain below).
- Unable to Meet Insurance Requirements.
- Remove Us from Your "Notification List" Altogether
- Other (specify below).

**REMARKS:**

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COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TYPED NAME OF ABOVE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

COMPANY EMAIL: \_\_\_\_\_

## **APPENDIX 1 – E-VERIFY AFFIDAVIT**

I hereby certify that \_\_\_\_\_ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of \_\_\_\_\_ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Federal Work Authorization User Identification No.: \_\_\_\_\_

Name of Pinellas County Contract and Contract No.: \_\_\_\_\_

STATE OF FLORIDA COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of 1) physical presence \_\_\_\_\_ or 2) online notarization \_\_\_\_\_, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of officer or agent, title of officer or agent) of \_\_\_\_\_ (name of contractor company acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

[Notary Seal]

Notary Public: \_\_\_\_\_

Name typed, printed, or stamped: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## **SERVICES AGREEMENT**

**THIS SERVICES AGREEMENT** (“Agreement”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and \_\_\_\_\_, \_\_\_\_\_ (“Contractor”) (individually, “Party,” collectively, “Parties”).

### **WITNESSETH:**

**WHEREAS**, the County requested proposals pursuant to 22-0371-P(LN) (“RFP”) for Adult Drug Court Treatment – Division N and Z services; and

**WHEREAS**, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

**WHEREAS**, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

#### **1. Definitions.**

**A. “Agreement”** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

**B. “County Confidential Information”** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data or information referenced in HIPAA, and any other information designated in writing by the County as County Confidential Information.

**C. “Contractor Confidential Information”** means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

**D. “Contractor Personnel”** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

**E. “Services”** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A (“Statement of Work”) attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

**2. Conditions Precedent.** This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

**3. Services.**

**A. Services.** The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

**B. Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Director of the Human Services Department.

**C. Additional Services.** From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

**D. De-scoping of Services.** The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

**E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act.** Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

**F. Non-Exclusive Services.** This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

**G. Project Monitoring.** During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

**4. Term of Agreement.**

**A. Initial Term.** The term of this Agreement for Division N shall commence on the Effective Date; and shall remain in full force and for five (5) years, or until termination of the Agreement, whichever occurs first.

The term of this Agreement for Division Z shall commence on the Effective Date; and shall remain in full force through June 30, 2027.

**B. Term Extension.**

The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.A.

**5. Compensation and Method of Payment.**

**A. Services Fee.** As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 (“Services Fee”), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

**B.** The County agrees to pay the Contractor the not-to-exceed sum of \$\_\_\_\_\_, for Services completed and accepted as provided in Section 15 herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit\_C, payable upon submittal of an invoice as required herein.

**C. Travel Expenses.**

The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

**D. Taxes.** Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

**E. Payments.** Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to:

the designated person as set out in Section 19 herein;

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, “The Local Government Prompt Payment Act.” The County may dispute any payments invoiced by Contractor in accordance with the County’s Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County’s Dispute Resolution Process.

**6. Personnel.**

**A. E-Verify.** The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a Subcontractor, the Subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontract has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.

**B. Qualified Personnel.** Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

**C. Approval and Replacement of Personnel.** The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

## **7. Termination.**

### **A. Contractor Default Provisions and Remedies of County.**

1. **Events of Default.** Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. **Cure Provisions.** Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. **Termination for Cause by the County.** In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

**B. County Default Provisions and Remedies of Contractor.**

1. **Events of Default.** Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. **Cure Provisions.** Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. **Termination for Cause by Contractor.** In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

**C. Termination for Convenience.** Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party’s cure period allowed in the Agreement.

**9. Confidential Information and Public Records.**

**A. County Confidential Information.** Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

**B. Contractor Confidential Information.** All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County’s staff and the County’s subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County’s obligations under this Section may be superseded by its obligations under any requirements of said laws.

**C. Public Records.** Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, [purchase@pinellascounty.org](mailto:purchase@pinellascounty.org), Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6<sup>th</sup> Floor, Clearwater, FL 33756.**

**10. Audit.** Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

**11. Compliance with Laws.**

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

**12. Digital Accessibility**

Supplier acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Supplier shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Supplier fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Supplier of non-compliance. Within 30 days of Supplier's receipt of a non-compliance notice ("Notice"), Supplier and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Supplier:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Supplier to section 14(b) of this Agreement, "Indemnification."

**13. Public Entities Crimes**

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

**14. Liability and Insurance.**

- A. Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit \_\_\_\_\_, attached hereto and incorporated herein by reference.
- B. Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.
- C. Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

**15. County's Funding.** The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

**16. Acceptance of Services.** For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Director of Human Services Department or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to *[Proposer]* \_\_\_\_\_. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

**17. Subcontracting/Assignment.**

**A. Subcontracting.** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

**B. Assignment.**

This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

**18. Survival.** The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

**19. Notices.** All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Ms. Abigail Stanton,  
Director of Contracts  
Human Services Department  
440 Court Street, 2<sup>nd</sup> Floor  
Clearwater, FL 33756

For Contractor:

Attn:

with a copy to:  
Ms. Merry Celeste  
Purchasing and Risk Management Division Director  
Pinellas County Purchasing Department  
400 South Fort Harrison Avenue  
Clearwater, FL 33756

**20. Conflict of Interest.**

- A.** The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions; and during the term of this Agreement.
- B.** The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

**21. Right to Ownership.** All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including reports and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

**22. Amendment.** This Agreement may be amended by mutual written agreement of the Parties hereto.

**23. Severability.** The terms and conditions of this 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.

**24. Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

**25. Waiver.** No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

**26. Due Authority.** Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

**27. No Third Party Beneficiary.** The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

**28. Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

*(Signature Page Follows)*

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

By and through its

Board of County Commissioners

\_\_\_\_\_  
Name of Firm

By:

By: Charlie Justice

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

ATTEST:

Ken Burke,  
Clerk of the Circuit Court

\_\_\_\_\_  
Title

By:

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

Approved as to Form

By:

\_\_\_\_\_  
Office of the County Attorney

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(Document to be Provided Prior to Agreement Execution)

[INSERT INSURANCE REQUIREMENTS PRIOR TO EXECUTION]

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(Document to be Provided Prior to Agreement Execution)

**PAYMENT/INVOICES:**

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable  
Pinellas County Board of County Commissioners  
P. O. Box 2438  
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

**INVOICE INFORMATION:**

**Supplier Information** Company name, mailing address, phone number, contact name and email address as provided on the PO

<b>Remit To</b>	Billing address to which you are requesting payment be sent
<b>Invoice Date</b>	Creation date of the invoice
<b>Invoice Number</b>	Company tracking number
<b>Shipping Address</b>	Address where goods and/or services were delivered
<b>Ordering Department</b>	Name of ordering department, including name and phone number of contact person
<b>PO Number</b>	Standard purchase order number
<b>Ship Date</b>	Date the goods/services were sent/provided
<b>Quantity</b>	Quantity of goods or services billed
<b>Description</b>	Description of services or goods delivered
<b>Unit Price</b>	Unit price for the quantity of goods/services delivered
<b>Line Total</b>	Amount due by line item
<b>Invoice Total</b>	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase).

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
  - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
  - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

Data Sharing Agreement

WHEREAS, homelessness, substance abuse, mental health services, and human services are issues which cross many systems; and

WHEREAS, Pinellas County is interested in including program and service related information in the Pinellas County Data Collaborative (hereinafter referred to as ("Data Collaborative"), to better understand cross-system involvement; and

WHEREAS, organizations within Pinellas County are interested in understanding the extent that client populations move within systems to better serve the population needs; and

WHEREAS, the County is a member of the Data Collaborative; and

WHEREAS, the Data Collaborative has the ability to receive and analyze data in a secure manner to provide valuable system information.

NOW, THEREFORE in consideration of the following agreements, the parties do hereby covenant and agree to the following:

1. The Agency will provide program information to include operational, fiscal, client service, and other program information in electronic format to the County for the sole purpose of research and policy development. This information will be provided quarterly or on an as needed basis as defined by the County.
2. This information will be crossed through the Data Collaborative with systems containing state and local information about involvement in criminal justice, human services, mental health, substance abuse, EMS and other systems as available for the sole purpose of understanding cross-system involvement for policy and planning.
3. The County will assure that the information used by the Data Collaborative will not be released, shared, or transferred in an identifiable manner to any organization and will be stored in a HIPAA compliant location.
4. The County will assure that confidential nature of any and all information with respect to any records and reports created or disseminated is maintained. The Parties also agree that the information will be used only for the purpose for which it was provided.
5. Modification of this agreement shall be made only by the consent of both Parties and shall include a written document setting forth the modifications and signed by both Parties. This agreement may be terminated with 30 days written notice to the other party.
6. The Parties shall assist in the investigation of injury or damages for or against either party pertaining to their respective areas of responsibility or activities under this contract and shall contact the other party regarding the legal actions deemed appropriate to remedy such damage or claims.

## HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement (hereinafter referred to as AGREEMENT) is entered into by and between Pinellas County, a political subdivision of the State of Florida (hereinafter referred to as COVERED ENTITY) and the business associate named on the signature page hereof (hereinafter referred to as BUSINESS ASSOCIATE) (each hereinafter referred to as PARTY and collectively hereinafter referred to as the PARTIES) on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**WHEREAS**, BUSINESS ASSOCIATE performs functions, activities, or services for, or on behalf of COVERED ENTITY, and BUSINESS ASSOCIATE receives, has access to or creates Health Information in order to perform such functions, activities or services; and

**WHEREAS**, COVERED ENTITY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated there under (hereinafter referred to as HIPAA), including but not limited to, the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information found at 45 Code of Federal Regulations Parts 160, 162 and 164; and

**WHEREAS**, HIPAA requires COVERED ENTITY to enter into a contract with BUSINESS ASSOCIATE to provide for the protection of the privacy and security of Health Information, and HIPAA prohibits the disclosure to or use of Health Information by BUSINESS ASSOCIATE if such a contract is not in place; and

**WHEREAS**, as a result of the requirements of the Health Information Technology for Economic and Clinical Health Act (hereinafter referred to as HITECH ACT), as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the U.S. Department of Health and Human Services (hereinafter referred to as SECRETARY), all as amended from time to time, the PARTIES agree to this AGREEMENT in order to document the PARTIES' obligations under the HITECH ACT.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the PARTIES agree as follows:

## ARTICLE I DEFINITIONS

1.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean \_\_\_\_\_.

1.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Pinellas County by and through its Department of Human Services.

1.3     “Disclose” and “Disclosure” shall mean, with respect to Health Information, the release, transfer, provision of access to, or divulging in any other manner of Health Information outside BUSINESS ASSOCIATE’s internal operations or to other than its employees.

1.4     “Health Information” shall mean information that: (a) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) is received by BUSINESS ASSOCIATE from or on behalf of COVERED ENTITY, or is created by BUSINESS ASSOCIATE, or is made accessible to BUSINESS ASSOCIATE by COVERED ENTITY.

1.5     “HIPAA Rules”. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.6     “Privacy Regulations” shall mean the Standards for Privacy of Covered Individually Identifiable Health Information, 45 Code of Federal Regulations Parts 160 and 164, promulgated under HIPAA.

1.7     “Services” shall mean the services provided by BUSINESS ASSOCIATE pursuant to the Underlying Agreement, or if no such agreement is in effect, the services BUSINESS ASSOCIATE performs with respect to the COVERED ENTITY.

1.8     “Underlying Agreement” shall mean the services agreement executed by the COVERED ENTITY and BUSINESS ASSOCIATE, if any.

1.9     “Use” or “Uses” shall mean, with respect to Health Information, the sharing, employment, application, utilization, examination or analysis of such Health Information within BUSINESS ASSOCIATE’s internal operations.

1.10    Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use, unless otherwise specifically defined or referred under this Agreement.

## **ARTICLE II**

### **OBLIGATIONS OF BUSINESS ASSOCIATE**

2.1     Initial Effective Date of Performance. The obligations created under this AGREEMENT shall become effective immediately upon execution of this AGREEMENT or the agreement to which it is appended.

2.2     Obligations and Activities of Business Associate. Business Associate agrees to:

- a. Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law.
- b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.
- c. Report to covered entity any unauthorized acquisition, access, use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware.
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- e. Make available protected health information in a designated record set to the COVERED ENTITY as necessary to satisfy covered entity's obligations under 45 CFR 164.524.
- f. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526.
- g. Maintain and make available the information required to provide an accounting of disclosures to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.528.
- h. To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s).
- i. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

2.3 Permitted Uses and Disclosures of Health Information. BUSINESS ASSOCIATE is authorized to:

- a. Use and Disclose Health Information as necessary to perform Services for, or on behalf of COVERED ENTITY.

b. Use Health Information to create aggregated or de-identified information consistent with the requirements of the Privacy Regulations.

c. Use or Disclose Health Information (including aggregated or de-identified information) as otherwise directed by COVERED ENTITY provided that COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose Health Information in a manner that would not be permissible if done by COVERED ENTITY.

d. To the extent required by the HITECH ACT, BUSINESS ASSOCIATE shall limit its use, disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended use, disclosure or request, respectively. Effective on the date the SECRETARY issues guidance on what constitutes “minimum necessary” for purposes of HIPAA, BUSINESS ASSOCIATE shall limit its use, disclosure or request of PHI to only the minimum necessary as set forth in such guidance.

e. BUSINESS ASSOCIATE shall not use Health Information for any other purpose that would violate Subpart E of 45 CFR Part 164, except that if necessary, BUSINESS ASSOCIATE may use Health Information for the proper management and administration of BUSINESS ASSOCIATE or to carry out its legal responsibilities; provided that any use or disclosure described herein will not violate the Privacy Regulations or Florida law if done by COVERED ENTITY. Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may disclose Health Information for the proper management and administration of the BUSINESS ASSOCIATE, provided that with respect to any such disclosure either: (a) the disclosure is required by law (within the meaning of the Privacy Regulations) or (b) the disclosure would not otherwise violate Florida law and BUSINESS ASSOCIATE obtains reasonable written assurances from the person to whom the information is to be disclosed that such person will hold the information in confidence and will not use or further disclose such information except as required by law or for the purpose(s) for which it was disclosed by BUSINESS ASSOCIATE to such person, and that such person will notify BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

**2.4 Compliance with Security Provisions. BUSINESS ASSOCIATE shall:**

a. Implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312.

b. Implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316.

c. Be in compliance with all requirements of the HITECH ACT related to security and applicable as if BUSINESS ASSOCIATE were a covered entity, as such term is defined in HIPAA.

d. BUSINESS ASSOCIATE shall use its best efforts to implement and maintain technologies and methodologies that render PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH ACT.

**2.5 Compliance with Privacy Provisions.** BUSINESS ASSOCIATE shall only use and disclose PHI in compliance with each applicable requirement of 45 CFR § 164.504(e). BUSINESS ASSOCIATE shall comply with all requirements of the HITECH ACT related to privacy and applicable as if BUSINESS ASSOCIATE were a covered entity, as such term is defined in HIPAA.

**2.6 Mitigation.** BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of a use or disclosure of Health Information by BUSINESS ASSOCIATE in violation of the requirements of this AGREEMENT.

**2.7 Breach of Unsecured PHI.** The provisions of this Section are effective with respect to the discovery of a breach of unsecured PHI occurring on or after September 23, 2009.

a. With respect to any unauthorized acquisition, access, use or disclosure of COVERED ENTITY's PHI by BUSINESS ASSOCIATE, its agents or subcontractors, BUSINESS ASSOCIATE shall:

1) Investigate such unauthorized acquisition, access, use or disclosure;

2) Determine whether such unauthorized acquisition, access, use or disclosure constitutes a reportable breach under the HITECH ACT; and

3) Document and retain its findings under clauses 1) and 2) of this Section.

b. BUSINESS ASSOCIATE shall notify COVERED ENTITY of all suspected breaches within five (5) business days of discovery. If the BUSINESS ASSOCIATE discovers that a reportable breach has occurred, BUSINESS ASSOCIATE shall notify COVERED ENTITY of such reportable breach in writing within three (3) days of the date BUSINESS ASSOCIATE discovers and determines that such breach is reportable. BUSINESS ASSOCIATE shall notify COVERED ENTITY immediately upon discovering a reportable breach of more than 500 individuals.

c. BUSINESS ASSOCIATE shall be deemed to have discovered a breach as of the first day that breach is either known to BUSINESS ASSOCIATE or any of its employees, officers or agents, other than the person who committed the breach, or by

through exercise of reasonable diligence, should have been known to BUSINESS ASSOCIATE or any of its employees, officers or agents, other than the person who committed the breach.

d. To the extent the information is available to BUSINESS ASSOCIATE, it's written notice shall include the information required by 45 CFR §164.410.

e. BUSINESS ASSOCIATE shall promptly supplement the written report with additional information regarding the breach as it obtains such information.

f. BUSINESS ASSOCIATE shall cooperate with COVERED ENTITY in meeting the COVERED ENTITY's obligations under the HITECH ACT with respect to such breach. COVERED ENTITY shall have sole control over the timing and method of providing notification of such breach to the affected individual(s), the SECRETARY and, if applicable, the media, as required by the HITECH ACT.

g. BUSINESS ASSOCIATE shall reimburse COVERED ENTITY for its reasonable costs and expenses in providing the notification, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, and costs of mitigating the harm for affected individuals whose PHI has or may have been compromised as a result of the breach. In order to be reimbursed by BUSINESS ASSOCIATE, COVERED ENTITY must provide to BUSINESS ASSOCIATE a written accounting of COVERED ENTITY's actual costs and to the extent applicable, copies of receipts or bills with respect thereto.

**2.8 Availability of Internal Practices, Books and Records.** BUSINESS ASSOCIATE agrees to make its internal practices, books and records relating to the use and disclosure of Health Information available to the SECRETARY, for purposes of determining COVERED ENTITY's compliance with the Privacy Regulations.

**2.9 Agreement to Restriction on Disclosure.** If COVERED ENTITY is required to comply with a restriction on the disclosure of PHI pursuant to Section 13405 of the HITECH ACT, then COVERED ENTITY shall, to the extent needed to comply with such restriction, provide written notice to BUSINESS ASSOCIATE of the name of the individual requesting the restriction and the PHI affected thereby. BUSINESS ASSOCIATE shall, upon receipt of such notification, not disclose the identified PHI to any health plan for the purposes of carrying out payment or health care operations, except as otherwise required by law.

**2.10 Accounting of Disclosures.** Upon COVERED ENTITY's request, BUSINESS ASSOCIATE shall:

a. Provide to COVERED ENTITY an accounting of each disclosure of Health Information made by BUSINESS ASSOCIATE or its employees, agents, representatives or subcontractors as required by the Privacy Regulations. For each Disclosure that requires an accounting under this Section 2.10, BUSINESS ASSOCIATE

shall track the information required by the Privacy Regulations, and shall securely maintain the information for six (6) years from the date of the Disclosure.

b. If BUSINESS ASSOCIATE is deemed to use or maintain an Electronic Health Record on behalf of COVERED ENTITY, then BUSINESS ASSOCIATE shall maintain an accounting of any disclosures made through an Electronic Health Record for treatment, payment and health care operations, as applicable. Such accounting shall comply with the requirements of the HITECH ACT.

c. Upon request by COVERED ENTITY, BUSINESS ASSOCIATE shall provide such accounting to COVERED ENTITY in the time and manner specified by the HITECH ACT.

d. Where COVERED ENTITY responds to an individual's request for an accounting of disclosures made through an Electronic Health Record by providing the requesting individual with a list of all business associates acting on behalf of COVERED ENTITY; BUSINESS ASSOCIATE shall provide such accounting directly to the requesting individual in the time and manner specified by the HITECH ACT.

2.11 Use of Subcontractors and Agents. BUSINESS ASSOCIATE shall require each of its agents and subcontractors that receive Health Information from BUSINESS ASSOCIATE to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this AGREEMENT with respect to such Health Information.

2.12 Access to Electronic Health Records.

a. If BUSINESS ASSOCIATE is deemed to use or maintain an Electronic Health Record on behalf of COVERED ENTITY with respect to PHI, BUSINESS ASSOCIATE shall provide an individual with a copy of the information contained in such Electronic Health Record in an electronic format and, if the individual so chooses, transmit such copy directly to an entity or person designated by the individual upon request, to the extent an individual has the right to request a copy of the PHI maintained in such Electronic Health Record pursuant to 45 CFR § 164.524 and makes such a request to BUSINESS ASSOCIATE.

b. BUSINESS ASSOCIATE may charge a fee to the individual for providing a copy of such information, but such fee may not exceed BUSINESS ASSOCIATE's labor costs in responding to the request for the copy.

c. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI shall otherwise apply and BUSINESS ASSOCIATE shall comply therewith as if BUSINESS ASSOCIATE were the COVERED ENTITY.

d. At COVERED ENTITY's request, BUSINESS ASSOCIATE shall provide COVERED ENTITY with a copy of an individual's PHI maintained in an

Electronic Health Record in an electronic format in a time and manner designated by COVERED ENTITY in order for COVERED ENTITY to comply with 45 CFR § 164.524, as amended by the HITECH ACT.

**2.13 Limitations on Use of PHI for Marketing Purposes.**

a. BUSINESS ASSOCIATE shall not use or disclose PHI for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication:

- 1) Complies with the requirements the definition of marketing contained in 45 CFR § 164.501; and
- 2) Complies with the requirements of Subparagraphs a, b or c of Section 13406(a)(2) of the HITECH ACT.

b. COVERED ENTITY shall cooperate with BUSINESS ASSOCIATE to determine if the foregoing requirements are met with respect to any such marketing communication.

**ARTICLE III**  
**TERM AND TERMINATION**

**3.1 Term.** Subject to the provisions of Sections 3.2 and 3.3, the term of this AGREEMENT shall be the term of the Underlying Agreement.

**3.2 Termination of AGREEMENT.**

a. Upon becoming aware of a pattern of activity or practice of either PARTY that constitutes a material breach or violation of obligations under the AGREEMENT, the non-breaching PARTY shall immediately notify the PARTY in breach.

b. Notification shall be provided in writing and shall specify the nature of the breach.

c. With respect to such breach or violation, upon receiving notice of the violation the non-breaching PARTY shall:

- 1) Allow the breaching PARTY thirty (30) days to take reasonable steps to cure such breach or end such violation; and
- 2) Terminate this AGREEMENT, if cure is either not possible or unsuccessful; and
- 3) Report the breach or violation to the SECRETARY if such termination is not feasible.

d. Upon termination of this AGREEMENT for any reason, BUSINESS ASSOCIATE shall return or destroy all PHI consistent with Section 3.4 as follows:

1) BUSINESS ASSOCIATE shall destroy PHI in a manner that renders the PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH ACT and shall certify in writing to COVERED ENTITY that such PHI has been destroyed in compliance with such standards; or

2) Return of PHI shall be made in a mutually agreed upon format and timeframe and at no additional cost to BUSINESS ASSOCIATE.

e. Where return or destruction are not feasible, BUSINESS ASSOCIATE shall continue to extend the protections of the AGREEMENT to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible.

3.3 Termination for Breach. COVERED ENTITY may terminate the Underlying Agreement and this AGREEMENT upon thirty (30) days written notice in the event: (a) BUSINESS ASSOCIATE does not promptly enter into negotiations to amend this AGREEMENT when requested by COVERED ENTITY pursuant to Section 4.2 or (b) BUSINESS ASSOCIATE does not enter into an amendment to this AGREEMENT providing assurances regarding the safeguarding of Health Information that the COVERED ENTITY, deems sufficient to satisfy the standards and requirements of HIPAA and the HITECH ACT.

3.4 Disposition of Health Information Upon Termination or Expiration. Upon termination or expiration of this AGREEMENT, BUSINESS ASSOCIATE shall either return or destroy, in COVERED ENTITY's sole discretion and in accordance with any instructions by COVERED ENTITY, all Health Information in the possession or control of BUSINESS ASSOCIATE and its agents and subcontractors. In such event, BUSINESS ASSOCIATE shall retain no copies of such Health Information. If BUSINESS ASSOCIATE determines that neither return nor destruction of Health Information is feasible, BUSINESS ASSOCIATE shall notify COVERED ENTITY of the conditions that make return or destruction infeasible, and may retain Health Information provided that BUSINESS ASSOCIATE: (a) continues to comply with the provisions of this AGREEMENT for as long as it retains Health Information, and (b) further limits uses and disclosures of Health Information to those purposes that make the return or destruction of Health Information infeasible.

## ARTICLE IV MISCELLANEOUS

4.1 Indemnification. Notwithstanding anything to the contrary in the Underlying Agreement, BUSINESS ASSOCIATE agrees to indemnify, defend and hold harmless COVERED ENTITY and COVERED ENTITY's employees, directors, officers, subcontractors or agents against all damages, losses, lost profits, fines, penalties, costs or expenses (including

reasonable attorneys' fees) and all liability to third parties arising from any breach of this AGREEMENT by BUSINESS ASSOCIATE or its employees, directors, officers, subcontractors, agents or other members of BUSINESS ASSOCIATE's workforce. BUSINESS ASSOCIATE's obligation to indemnify shall survive the expiration or termination of this AGREEMENT.

4.2 Amendment to Comply with Law. The PARTIES acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this AGREEMENT may be required to provide for procedures to ensure compliance with such developments. The PARTIES specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH ACT and other applicable laws relating to the security or confidentiality of Health Information. The PARTIES understand and agree that COVERED ENTITY must receive satisfactory written assurance from BUSINESS ASSOCIATE that BUSINESS ASSOCIATE will adequately safeguard all Health Information that it receives or creates on behalf of COVERED ENTITY. Upon COVERED ENTITY's request, BUSINESS ASSOCIATE agrees to promptly enter into negotiations with COVERED ENTITY, concerning the terms of any amendment to this AGREEMENT embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH ACT or other applicable laws.

4.3 Modification of Agreement. No alteration, amendment, or modification of this AGREEMENT shall be valid or effective unless in writing and signed the PARTIES.

4.4 Non-Waiver. A failure of any PARTY to enforce at any time any term, provision or condition of this AGREEMENT, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein. Waiver of any term, provision or condition of this AGREEMENT shall not be valid unless in writing, signed by the waiving PARTY and only to the extent set forth in such writing.

4.5 Agreement Drafted By All Parties. This AGREEMENT is the result of arm's length negotiations between the PARTIES and shall be construed to have been drafted by all PARTIES such that any ambiguities in this AGREEMENT shall not be construed against either PARTY.

4.6 Severability. If any provision of this AGREEMENT is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

4.7 No Third Party Beneficiaries. There are no third party beneficiaries to this AGREEMENT.

4.8 Counterparts. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original and will become effective and binding upon the PARTIES as of the effective date at such time as all the signatories hereto have signed a counterpart of this AGREEMENT.

4.9 **Notices.** The PARTIES designate the following to accept notice on their behalf:

If to BUSINESS ASSOCIATE:

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If to COVERED ENTITY:

Abigail Stanton, HIPAA Privacy Officer  
440 Court Street, 2<sup>nd</sup> Floor  
Clearwater, FL 33756

4.10 **Applicable Law and Venue.** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. The PARTIES agree that all actions or proceedings arising in connection with this AGREEMENT shall be tried and litigated exclusively in the state or federal courts located in or nearest to Pinellas County, Florida.

4.11 **Interpretation.** This AGREEMENT shall be construed in a manner that will cause the PARTIES to comply with the requirements of HIPAA and the HITECH ACT.

**IN WITNESS WHEREOF**, each of the undersigned has caused this AGREEMENT to be duly executed in its name and on its behalf effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**COVERED ENTITY:**

Pinellas County Human Services

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**BUSINESS ASSOCIATE:**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

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

By: \_\_\_\_\_  
Assistant County Attorney

## CONTRACTOR MUST COMPLETE THE FOLLOWING

CONTRACTORS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIVE AND RESPONSIBLE SUBMITTAL RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A CONTRACTOR DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE SOLICITATION OPENING DATE AS ADVERTISED. BY SIGNING THIS SUBMITTAL FORM, CONTRACTORS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER SOLICITATION TERMS AND CONDITIONS, INCLUDING ANY INSURANCE REQUIREMENTS CONTAINED HEREIN.

CONTRACTOR NAME: WestCare GulfCoast Florida, Inc (As shown on W-9)  
DBA: N/A (If applicable)  
MAILING ADDRESS: PO Box 12019 (As shown on W-9)  
CITY / STATE / ZIP: St Petersburg, FL 33733-2019 (As shown on W-9)  
CONTRACTOR EMAIL: larry.mcARTHUR@westcare.com (Primary Company Email Address)  
REMIT TO NAME: WestCare GulfCoast Florida, Inc (As Shown on contractors invoice)  
FEIN#: 59-3714627 (As shown on W-9)

PAYMENT TERMS: N/A % DAYS, NET 45 (PER F 5.218.73)

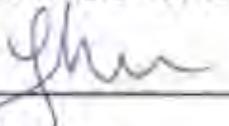
DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ N/A

Proper Corporate Identity is needed when you submit your quote, especially how your firm is registered with the Florida Division of Corporations. Please visit [dlr.myfloridabusiness.com](http://dlr.myfloridabusiness.com) for this information. It is essential to return a copy of your W-9 with your quote. Thank you.

### CONTRACTOR CONTACT INFORMATION

CONTACT NAME: Larry McArthur  
PHONE NUMBER: 727-490-5767  
FAX NUMBER: 727-822-9316  
EMAIL ADDRESS: larry.mcARTHUR@westcare.com

I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS RFP EXCEPT AS NOTED BY EXCEPTION, INCLUDING ALL INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS RFP FOR THE PROPOSER.

AUTHORIZED SIGNATURE: 

PRINT NAME: Larry McArthur

TITLE: Vice President

SEE SECTION F FOR PRICING SUMMARY

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

**b) Section B Item 2 Proposal Requirements**

For ease of review, this section follows the outline of the Evaluation Criteria described in Section E, Part F, Evaluation Criteria.

**EVALUATION CRITERIA:****1. Qualifications**

A separate statement describing the Proposer's qualifications and experience in providing the same or similar services as outlined in the RFP Scope of Work. This description should include the names of the person(s) who will provide the services, including any subcontractors, their qualifications, and the years of experience in performing this type of work/services.

WestCare GulfCoast (WCGC) has provided services in Pinellas County since 2001. WCGC plans to provide all requested services without the use of subcontractors.

a) Provide an attestation agreeing to the minimum qualifications with brief description as necessary to demonstrate compliance for each requirement as described in Section C.

**REQUIREMENTS (as described in Section E, Part C)****1. The Proposer must be incorporated for at least one (1) year in the State of Florida and provide proof of current status with the State of Florida as a licensed for or non-profit organization.**

WestCare GulfCoast-Florida, Inc. (WCGC), a subsidiary of WestCare Foundation, is an experienced provider of human and behavioral services. WCGC was established in 2001 and provides programs that offer community-based treatment programming for justice-involved individuals. WCGC's approach to treatment is client-centered, trauma-focused, and addresses the multiple needs of persons with substance use disorders and co-occurring conditions such as behavioral or mental health problems, criminal justice involvement, or experience with violence and abuse. WCGC offers several programs for individuals with substance use disorders in Pinellas County, including an emergency shelter, transitional and supportive housing (including Veterans), outpatient services, and residential treatment for justice-involved individuals.

WCGC's articles of incorporation and proof of current status are attached.

**2. The Proposer and the County shall work cooperatively to ensure service delivery is in complete compliance with all such mandates and requirements. All services provided under this contract must meet all applicable local, state and federal ordinances, laws, rules and regulations and any applicable court orders. Should any of the laws, standards, rules or regulations or department procedures change during the course of the contract term, the updated version will take precedence.**

All services provided by WCGC under this Contract(s) will comply with all applicable local, state and federal ordinances, laws, rules and regulations and any applicable court orders (i.e. Chapter 397, F.S., Rule 65D-30, Florida Administrative Code (F.A.C.) and all updates, and Code of Federal Regulation 42, Part 2.). WCGC understands that if any of the laws, standards, rules or regulations or departmental procedures change during the course of the contract term, the updated version will take precedence. WCGC will continue to work cooperatively with the County to ensure service delivery in complete compliance with all such mandates and requirements.

**3. The Proposer shall ensure that all substance abuse treatment services provided are in accordance with Chapter 397, F.S. Rule 65D-30, Florida Administrative Code (FAC) and all updates, and Code of Federal Regulation 42, Part 2.**

All substance abuse treatment services provided by WCGC under this Contract(s) will be licensed by the Florida Department of Children and Families and provided in accordance with Chapter 397, F.S., Rule 65D-30, Florida Administrative Code (F.A.C.) and all updates, and Code of Federal Regulation 42, Part 2. A “qualified professional” supervises all substance abuse treatment services provided by WCGC. WCGC has provided such services under contract with the County for a period of more than twelve (12) years and has been operating programs licensed by the Department of Children and Families for more than twenty-one (21) years. WCGC staff that oversee adherence to all applicable local, state and federal ordinances, laws, rules and regulations and any applicable court orders (i.e. Chapter 397, F.S., Rule 65D-30, Florida Administrative Code (F.A.C.) include: Larry McArthur, Vice President; Jack Shaw, Residential Program Director; Megan Tarbox, Mental Health Clinical Director, Elizabeth Darby, Quality Assurance and Licensure Coordinator; and Dr. Frank Scafidi, Senior Scientist of Evaluation and Outcomes.

**4. The Proposer shall provide 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. The services under this agreement may be provided by a single Proposer or by multiple Proposers.**

WCGC will provide substance abuse treatment, drug testing, and 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. WCGC seeks to provide all services proposed under this RFP.

**5. The Proposer shall have and maintain the level of licensure appropriate to the program type and as specified by Rule 65D-30, FAC and all updates and revisions. Licensure shall be current at all times and prominently displayed at the program site (Chapter 397.401 Florida Statutes, Rule 65D-30 FAC). The Proposer shall pay for all costs associated with local, state and federal licenses, permits**

**and inspection fees required to provide services. The County must be provided with a copy of all licenses. The Proposer will notify the County immediately of any changes to the licensing status. A copy of the Department of Children and Family licensing inspection report must be provided to the County.**

WCGC will continue to maintain an appropriate level of licensure for the proposed services as specified by Rule 65D-30, F.A.C. and all updates and revisions.

WCGC currently maintains the following DCF licenses:

- Residential Level 2  
1735 Dr. MLK Jr St. S., St Petersburg, FL 33705
- Outpatient Treatment  
1735 Dr. MLK Jr St. S., St Petersburg, FL 33705  
8800 49<sup>th</sup> St. N., Ste 403, Pinellas Park, FL 33782  
15000 Citrus Country Rd. Ste 105, Dade City, FL 33525 (Pasco County; Can serve Pinellas)  
6448 Ridge Road, New Port Richey, FL 34668 (Pasco County; Can serve Pinellas residents)
- Prevention Services  
1735 Dr. MLK Jr St. S., St Petersburg, FL 33705
- Aftercare  
1735 Dr. MLK Jr St. S., St Petersburg, FL 33705  
8800 49<sup>th</sup> St. N., Ste 403, Pinellas Park, FL 33782  
15000 Citrus Country Rd. Ste 105, Dade City, FL 33525 (Pasco County; Can serve Pinellas)  
6448 Ridge Road, New Port Richey, FL 34668 (Pasco County; Can serve Pinellas residents)
- General Intervention  
1801 Fifth Ave N., St. Petersburg, FL 33713
- Case Management  
1801 Fifth Ave N., St. Petersburg, FL 33713

WCGC leadership and WestCare Foundation's Director of Compliance, will maintain licensure from the Florida Department of Children and Families. Licensure is kept current at all times and prominently displayed at WCGC's program sites per Chapter 397.401, F.S., Rule 65D- 30, F.A.C. WCGC incurs the costs associated with local, state, and federal licenses, permits and inspections fees required to provide services. Larry McArthur, Vice President, will provide the County's Contract Manager with a copy of all licenses, and notify the County immediately of any changes to licensing status. In addition, he will provide a copy of the Department of Children and Family licensing inspection report to the Contract Manager. Copies of WCGC's DCF licenses are attached.

**6. All substance abuse treatment services shall be provided under the supervision of a "qualified professional" as defined in Chapter 397 Florida Statutes, and Rule 65D-30 FAC. Proposer shall provide an adequate level of professional treatment staff for required services and shall ensure that staff are appropriately trained. The Proposer shall ensure the constant presence of sufficient staff and treatment space to provide the required services.**

All substance abuse treatment services provided by WCGC are provided under the supervision of a "qualified professional" as defined in Chapter 397, F.S. and Rule 65D-30, F.A.C.

WCGC leadership maintains a staffing pattern/schedule in alignment with its licensure, accreditation and policies and procedures to ensure the constant presence of an adequate level of professional treatment staff for required services. WCGC's staff training ensures that all WCGC employees are appropriately trained in alignment with Chapter 397.401, F.S., Rule 65D-30, F.A.C. WCGC maintains treatment facilities/sites throughout Pinellas County and outpatient services in Pasco County that may be conveniently accessed by Pinellas County residents.

**7. The Proposer agrees to share data as outlined in the Data Sharing Agreement (Attachment A) and provide program and other information in electronic format to the Pinellas County Mental Health and Substance Abuse Data Collaborative for the purpose of research and policy development.**

WCGC will share data as outlined in Attachment A of the RFP, Data Sharing Agreement, and will provide program and other information in an electronic format for the purpose of research and policy development. WCGC will provide program information to include operational, fiscal, client service, and other program information on a quarterly or "as-needed" basis as defined by the County.

**8. The Proposer agrees to sign a HIPAA Business Associate Agreement (Attachment B).**

The HIPAA Business Associate Agreement (Attachment B) is signed and included with this proposal.

**9. Standard Services Agreement - The awarded contractor(s) will be required to execute the attached standard services agreement. No exceptions to the standard services agreement will be executed.**

WCGC acknowledges that no exceptions will be made to the standard services agreement. A signed sample services agreement is attached as requested.

**EVALUATION CRITERIA:****2. Experience with Target Population**

A separate statement describing the Proposer's qualifications and experience in providing the same or similar services as outlined in the RFP Scope of Work, Section E.

**SCOPE OF WORK**

**Target Population (as described in Section E1):** The target population for this program is non-violent felony drug offenders.

**a) Proposer must demonstrate at least one (1) year of experience providing service to the Target Population.**

WCGC has operated residential drug treatment programs under contract with the Florida Department of Corrections since 2009 and has operated treatment programs with the Sixth Judicial Circuit of Florida since 2005 for Pinellas County and since 2013 for Pasco County, including residential treatment, aftercare, outpatient services, screening and assessment, and transitional housing.

**b) Proposer must describe relevant experience with similar projects/Target Population.**

WCGC has experience providing drug treatment programs to the Sixth Judicial Circuit of Florida through Veterans Treatment Court, Dependency Court, and Adult Drug Court. In addition to more than 17 years providing residential treatment, aftercare, outpatient services, screening and assessment, and transitional housing to eligible individuals in the criminal justice system, WCGC also provides Workforce Development and Medication Assisted Treatment enhancements through SAMHSA funding to these individuals.

**c) Proposer must describe agency's criminal justice service experience.**

WestCare Foundation, parent company of WestCare GulfCoast, has operated correctional programs in more than a dozen different states and most recently has expanded into Maryland. The institutional knowledge of corrections and substance use treatment provides a strong base and a valuable resource for all WestCare criminal justice programs. John Nunley, Vice President of Corrections and Criminal Justice Business Development, brings extensive experience to WestCare's programs. Locally, WCGC has provided services to individuals involved in the criminal justice system for more than 17 years.

**d) Proposer must describe community resources used in meeting the needs of the Target Population.**

WCGC has developed a network of community-based partners who assist WCGC professionals in the care of clients (e.g., WCGC works with Suncoast Center and Direction for Living to meet the mental health needs of clients). WCGC's multi-disciplinary staff functions in support of the client by reducing barriers to treatment and promoting success in treatment by decreasing

stressors that may result in relapse. Case management services are available to help clients receive services from other community providers. Primary case management services include referral, advocacy, monitoring, coordination, and linkage activities. Staff members coordinate services with various agencies in the community, including mental health, criminal justice and social service agencies. WCGC is an active participant with The Pinellas County CoC lead agency, Homeless Leadership Alliance, and has developed extensive relationships with area employers and educators through the Workforce Development program.

**EVALUATION CRITERIA:****3. Approach**

a) Proposer's experience, knowledge, ability, and approach/rationale to meet each item enumerated in *this Scope of Work, Section E(3), Approach*. Including reference to existing programs, policies, collaborations, trainings, and technologies as appropriate to demonstrate qualifications.

**Approach (as described in Section E3)**

**a) Proposer must describe processes and procedures for delivering services as part of a court-related treatment program.**

WCGC currently provides several components of the Adult Drug Court contract and has previously provided outpatient and assessment services for the County. WCGC currently has contracts with Veterans Court, Dependency Court, and Circuit 6 Adult Drug Courts in Pasco County. WCGC has a long history of working with the courts to provide treatment services. WestCare is uniquely positioned through experience, relationships, and an established continuum of care to be able to provide these services. In addition, WCGC can provide a variety of value added services with no additional expense to the client or court, including, but not limited to, Adult Education, Workforce Development Services, and Medication Assisted Treatment.

**i. Proposer must describe how the agency plans to work within the court environment and culture, including but not limited to, how the agency envisions working with the court personnel (including the Judge, attorneys, and the Court Program Manager).**

WCGC recently added a second full-time employee in the Court Liaison department to ensure quick response to referrals and regarding current clients. WCGC staff maintain daily contact via email and phone with the court staff, probation officers, and lawyers regarding referrals. Additionally, staff collaborate to screen clients in custody who have medical and mental health issues of concern, screen referrals who are not in custody, contact referrals via phone or in-person and provide services needed to prepare for admission to residential programs. Outpatient and residential staff provide written reports via ETO and emails for client court hearings. Residential and outpatient representatives attend court hearings for current clients. Outpatient and residential staff communicate as needed regarding current client issues; major rule violations and/or treatment concerns, absences, substance use, mental health crisis, medical crisis.

**ii. Proposer must demonstrate ability to collaborate with local service delivery partners and other community organizations including crisis stabilization units and the county jail. Describe previous and current collaborations as appropriate.**

WestCare has an established continuum of care. WCGC has relationships with jail diversion staff as well as crisis stabilization units. WCGC uses A Turning Point as a place to stabilize and social detox prior to coming to residential when needed. Additionally, WCGC has an embedded staff member at Safe Harbor. WCGC utilizes a Mental Health Overlay in-house as well as maintains partnerships with Directions for Living and Suncoast Centers. WCGC's in-house MAT programs

and Employment Services (partnerships with PERC, STARS, and CareerSource) help to enhance both residential and outpatient programs. WCGC currently has outpatient contracts in Pasco County that would allow North Pinellas County clients easy and convenient access services in Pasco. WCGC outpatient facilities have a good referral system between the two counties to accommodate the needs of clients. WCGC is in the early stages of establishing a Complex Case project that is a collaboration between WestCare, PERC, and Pinellas County. Adult education opportunities through Pinellas County Schools help to meet client educational needs.

Additionally, WCGC works with the Health Department to help get Blue Card linkage quickly. WCGC currently is currently contracted with the Dependency Drug Court and offers parenting classes and other related services and linkages. The array of staff and programs available through WCGC help to ensure flexible and quick responses to the needs of crisis stabilization units, the County Jail, and other collaborative partners in ensuring effective service delivery.

**b) Proposer must describe best/evidence-based practices to be utilized in delivering the services as outlined in this *Scope of Work Section E(2) Services to be Performed*.**

WCGC will use evidence-based curricula to provide treatment services including:

- WCGC will operate a *Modified Therapeutic Community* (MTC) for the provision of residential SUD treatment services. MTCs are widely used to treat co-occurring disorders. MTCs use a “community as method” approach that is seen within therapeutic community models with some important and key alterations: it is more flexible and more individualized (*Modified therapeutic community for co-occurring disorders: A summary of four studies*, Journal of Substance Abuse Treatment, Vol. 34, Iss. 1, P112-122, Jan. 1, 2008). Key elements of the MTC include group therapy, individual therapy, and peer support services. MTC has been recognized as effective by SAMHSA, US DOJ, and NIDA. WCGC will implement MTC as appropriate for individuals with co-occurring disorders and/or justice involvement.
- *Living in Balance (LIB): Moving from a Life of Addiction to a Life of Recovery*: is used by correctional entities nationally. LIB is a manual-based, comprehensive addiction treatment program that emphasizes relapse prevention. LIB consists of a series of 1.5- to 2-hour psychoeducational and experiential training sessions. The manual includes 12 core and 21 supplemental sessions. LIB can be delivered on an individual basis or in group settings with relaxation exercises, role-play exercises, discussions, and workbook exercises. The psychoeducational sessions cover topics such as drug education, relapse prevention, available self-help groups, and sexually transmitted diseases (STDs). The experientially based or interactive sessions are designed to enhance the client's level of functioning in certain key life areas that are often neglected with prolonged drug use: physical, emotional, and social well-being, adult education opportunities, vocational development, daily living skills, spirituality/recovery, sexuality, and recreation/leisure. These sessions include a large amount of role-play with time to actively process personal issues and learn how to cope with everyday stressors.
- Kenneth Wanberg's and Harvey Milkman's *Criminal Conduct and Substance Abuse Treatment*:

*Strategies for Self-Improvement & Change:* Topics from this CBT-based curriculum will be used in group sessions to offer a structured approach to identifying and exploring the link between criminology and substance abuse and behaviors.

- Lisa Najavits's *Seeking Safety*: Seeking Safety is a present-focused treatment for clients with a history of trauma and substance abuse. The treatment was designed for flexible use: group or individual format, male and female clients, and a variety of settings (e.g., outpatient, inpatient, residential). Seeking Safety focuses on coping skills and psycho-education and has five key principles: (1) safety as the overarching goal (helping clients attain safety in their relationships, thinking, behavior, and emotions); (2) integrated treatment (working on both posttraumatic stress disorder (PTSD) and substance abuse at the same time); (3) a focus on ideals to counteract the loss of ideals in both PTSD and substance abuse; (4) four content areas: cognitive, behavioral, interpersonal, and case management; and (5) attention to clinician processes (helping clinicians work on countertransference, self-care, and other issues).
- *My Personal Journal*, developed by The Change Companies®, is an 80-page journal that places special emphasis on substance use and the first three steps of a Twelve-Step Program: feelings, relapse prevention and life management. More than 1.5 million people in treatment have used this basic recovery journal as a helpful tool for sobriety.
- WCGC Counselors utilize *Motivational Interviewing (MI)* for optimum intake/assessment and treatment results. MI is an evidence-based method of communication that elicits an individual's intrinsic (or inner) motivation for change, even when that person is participating in treatment due to extrinsic factors like a court mandate. MI is a collaborative style, or way of being, that is client-centered, empathic, and directive. It emphasizes the importance of how a clinician interacts with clients. A counselor using MI helps a client explore discrepancies between their current behaviors and their personal goals. The interviewing style itself involves asking open-ended questions, listening reflectively, and exploring ambivalence, expressing acceptance and empathy, offering affirmations in support of the client's self-efficacy and esteem, and handling resistance without direct confrontation. According to the Addiction Technology Transfer Center Network (ATTC), funded by the Substance Abuse and Mental Health Services Administration (SAMHSA), "MI is a well-developed and researched method for enhancing engagement and retention. Real-world tests of MI in community treatment settings with diverse populations recently confirmed that adding just a short MI-style intervention to a standard intake-evaluation results in longer stays and greater engagement as compared to those who receive a standard "treatment as usual" assessment."
- All treatment services provided by WCGC are rooted in *Cognitive Behavioral Therapy (CBT)* developed by Dr. Aaron T. Beck. CBT is a form of psychotherapy in which the clinician and the client work together as a team to identify and solve problems. Therapists help clients to overcome their difficulties by changing their thinking, behavior, and emotional responses. WestCare employs the CBT modality in all of its TCs and in outpatient programs. Cognitive behavioral strategies assist the offender in changing criminal beliefs and values. Cognitive strategies incorporate skills training with problem solving, negotiation, and interpersonal skills training to change irrational thinking patterns. These interventions concentrate on the effects of thoughts and emotions on behavior and include strategies that promote pro-social behavior and accountability through a system of incentives and sanctions. CBT is the focus of all therapy (caseload) groups and is also utilized in any group or treatment activities whenever possible.

WestCare uses a cognitive-behavioral approach to teach offenders to become more reflective than reactive, more anticipatory and deliberate in their responses to potential difficulties, more problem-solving oriented and solution-focused, more actively considerate of the views of others and the impact of their behavior on others, and more flexible, open-minded, reasoned, and deliberate in their thinking. Cognitive skills exercises focus on problem solving, creative thinking, social skills, assertive expression, negotiation skills, emotions management, values reasoning, and critical reasoning.

Throughout WCGC, a risk-need-responsivity (RNR) model is used to ensure:

- That the intensity of treatment and supervision matches the risk level for recidivism
- That the treatment provided matches the individual's needs (including criminogenic needs)
- That interventions match those modalities in which the individual is most responsive; and
- That treatment intensity and supervision is varied as a clinical tool and delivered in stages or phases including:
  - Re-Entry Phase I: Orientation: Challenge to Change
  - Re-Entry Phase II: Primary Treatment: Commitment to Change
  - Re-Entry Phase III: Reentry: Ownership of Change

**c) Proposer must describe approach to providing individual and group treatment modalities.**

WestCare uses EBP that are person-centered and trauma-informed and addresses the multiple needs of persons with substance use disorders and co-occurring conditions such as behavioral or mental health problems, criminal justice involvement, or experience with violence and abuse. Modalities are rooted CBT and Motivational Interviewing. WestCare is regularly seeking to enhance, improve, and add new recognized practices, integrated mental health, and co-occurring services. WCGC utilizes a therapeutic community model with a recovery orientation, focusing on the whole person and overall lifestyle changes, not simply abstinence from drug use. A recovery focus views the treatment process as gradual and ongoing with change coming through clinical interventions that help program participants to advance through stages of treatment while setting personal objectives along the way. This approach acknowledges the chronic nature of substance use disorders.

**d) Proposer must describe how the proposed model and services will achieve treatment results.**

WCGC provides a continuum of care that allows clients to be placed within the system based upon the recommended level of care that is assessed during the initial screen and offers the ability to move clients in and out of levels of care depending on needs. With the additional add on services of MAT, Workforce Development, and Education WCGC offers a holistic approach that addresses many of the social determinants of health.

WCGC will utilize a modified therapeutic community (MTC) approach. MTCs are widely used to treat co-occurring disorders. MTCs use a “community as method” approach that is seen within therapeutic community models with some important and key alterations: it is more flexible and more individualized (*Modified therapeutic community for co-occurring disorders: A summary of four studies*, Journal of Substance Abuse Treatment, Vol. 34, Iss. 1, P112-122, Jan. 1, 2008). “Significantly better outcomes for MTC were found across four experimental versus control comparisons on 23.1% (12 of 52) of primary outcome measures of substance use, mental health, crime, HIV risk, employment, and housing.” Key elements of the MTC include group therapy, individual therapy, and peer support services. MTC has been recognized as effective by SAMHSA, US DOJ, and NIDA.

**e) Proposer must develop and continually adapt the method and mechanisms for reviewing and providing treatment modalities.**

WestCare runs regular satisfaction surveys and adjusts programming to reflect those surveys. WCGC has ongoing QA/QI components embedded within WestCare that help ensure ongoing fidelity to EBPs. WCGC is part of a larger national organization that has a robust training and professional development team that helps introduce and train any new EBP. WCGC staff regularly attend conferences and other activities to stay current with EBPs. Additionally, WestCare Foundation has an independent Evaluation Department that can help to address any disparities. WestCare engages in Continuous Quality Improvement to improve products, services, or processes: (1) Identify the deviation, barrier, or unexpected outcome; (2) Generate a fishbone diagram to define all possible causes; (3) Collect data to identify the cause and pinpoint the area for intervention; (4) Implement a corrective action; and (5) Collect data to determine the effectiveness of the action. WCGC uses the NIATx model, allowing rapid, repeated, and efficient change, ensuring high quality processes and program performance as well as timely change. Routine analysis may include the following measures: demographics; recruitment methods; attendance; attrition; planned/unplanned adaptations; cultural issues; indicators of unmet needs; participant changes in behavior as they relate to the identified goals and objectives outlined. All changes made, including those made to address disparities in access, service use, and outcomes across subpopulations, will be documented.

**f) Proposer must describe efforts to outreach to and engage referred clients.**

WestCare has recently expanded its Court Liaison team to address and engage court clients more effectively. Ideally, this team would make initial screening appointments in court while engaging WCGC's in-house network of peer supports to provide extra phone calls, texts, emails, etc. to further engage clients. A Court Liaison will maintain contact through referral process until they start services and then help coordinate care throughout their episode of care.

**g) Proposer must describe any connection to post-program services and treatment, and costs or barriers to a client's continued success.**

Housing is a significant challenge in Pinellas County and can have a direct impact on the ability of an individual to maintain recovery. Safe, supportive, affordable housing is harder and harder

to locate. There is limited transitional housing dedicated to serving individuals in recovery, and even fewer with direct services for rapid rehousing and employment support. WCGC's Mustard Seed Inn (MSI) is in the process of becoming FARR (Florida Association of Recovery Residences) certified and participates in the Pinellas County Coordinated Entry System for homeless services. WCGC maintains relationships with numerous area landlords and apartment complexes who understand both the challenges and benefits of working with individuals in recovery who are engaged in supportive services. Transportation also can be a barrier. WCGC helps clients apply for discounted bus passes and can offer transportation services for necessary medical and court appointments. WCGC has previously offered bus passes as needs dictate. Recovery Support Services and Aftercare can present financial challenges, but WCGC works to make that cost as reasonable as possible. Prior to program exit, clients are provided with independent living skills, including budgeting. Most clients discharging from residential treatment are employed or connected to benefits and have a positive balance when they discharge.

**h) Proposer must discuss potential barriers and established resources and strategies to overcome.**

One of the most significant barriers to overcome is employment and income. Payment for aftercare, payment of court costs and fines, savings for extenuating circumstances, and savings for housing can create significant barriers. WCGC provides skills training for independent living, works with clients to establish budgets, works with both in-house and community-based employment and housing providers, and works closely with Probation so clients can establish payments for court costs and fines according to their budgets and avoid violations. WestCare Housing programs, including Transitional Housing and Rapid Rehousing can provide a variety of financial resources and supports to help individuals and their families to successfully transition to independent living.

**i) Proposer must be willing to travel to off-site locations such as for court appearances, and for assessment services, have the capacity to conduct assessments remotely such as at the Pinellas County jail, as necessary.**

WCGC has the capacity and is willing to travel to off-site locations, such as for court appearances. WCGC has the capacity to conduct participant assessments remotely, such as at the Pinellas County jail, if necessary. WCGC staff members currently travel to off-site locations and attend court appearances regularly in support of existing court programs.

**j) The facility service location must meet all state, county and city zoning, permitting and licensing at the time of contract award, as well as any other requirements necessary to operate the service location. The Proposer must provide such documentation to the County as requested. Location of the facility should promote client accessibility, such as reasonable access to public transportation or the courts.**

WCGC maintains outpatient treatment facility locations in Pinellas County, as well as Pasco County,

and a residential facility in south Pinellas County as listed in the table below.

County	Programs	Address
Pinellas County	Residential, Outpatient (satellite office)	Davis/Bradley Community Involvement Center (DBCIC) 1735 Martin Luther King Jr. St. South St. Petersburg, FL 33705
Pinellas County	Outpatient (main office)	8800 49 <sup>th</sup> St. N Pinellas Park, FL 33782
Pinellas County	Transitional Housing	Mustard Seed Inn 2510 Central Ave St Petersburg, FL 33712
Pasco County (Access to North Pinellas Residents)	Outpatient	6448 Ridge Road New Port Richey, FL 34668
Pasco County (Open to Pinellas Residents)	Outpatient	7068 Fort King Road Zephyrhills, FL 33541

WestCare Foundation's Facilities Department works in conjunction with Larry McArthur, Vice President, to ensure that all facility service locations will continue to meet all state, county, and city zoning, permitting and licensing at the time of contract award, as well as any other requirements necessary to operate the service location. All WCGC facilities are compliant with the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA). All sites offer amenities for the disabled, are located on public bus routes and provide privacy since all individual counseling/therapy sessions are conducted in a private, confidential manner in a room with a door that closes. WCGC will provide such documentation to the County as requested. Additionally, when approved and allowable, counseling services may be offered via telehealth to further reduce barriers to care due to transportation or other access issues.

**k) Proposer must provide foreign language interpreters in order to effectively communicate with clients during the delivery of contracted services, as necessary.**

WCGC has the ability to provide foreign language interpreters for non-English proficient (NEP) or limited English proficient (LEP) participants of individual and group counseling sessions as needed. WestCare employs multilingual staff members throughout the agency. When a bi-lingual staff person is not available, the agency will use Pacific Interpreters, a telephone interpreting service (available 24 hours per day, 7 days per week) and provides services in more than 180 languages.

**l) Any proposed treatment copayments or fees incurred by the client while participating in the treatment program must be fully disclosed to the offender during orientation. All fees for which the Proposer will request reimbursement from the client must be approved, in advance, by the County and deducted from the project costs from which the Proposer requests County contract reimbursement. Proposer will provide a receipt to the client for each payment**

**made. The Adult Drug Court does not enforce the collection of provider copayments.**

During client orientation, WCGC notifies clients in writing and verbally of required copayments that are the client's responsibility to pay to WCGC while participating in the treatment program. WCGC will not charge any service recipients copayments or fees until approval has been received from the County Contract Manager. All service recipients are given a written receipt for any copayments or fees paid to WCGC. WCGC notes all copayments received by clients in required reporting to the County. WCGC is guided by a policy and procedure document which establishes a protocol for informing clients about copayments and fees and collecting such fees.

**m) The Court will order appropriate treatment and Drug Court staff will contact the Proposer, or the client will be given pre-set Proposer orientation appointment information. Treatment must be made available within fourteen (14) days of referral by the Drug Court.**

As a current contracted provider of Drug Court Division N and Z services, WCGC is familiar with the referral process and has a proven track record in involving Drug Court clients in treatment within fourteen (14) days of referral by Drug Court. In most cases, treatment begins in advance of the fourteen (14) day requirement.

**n) Proposer must describe staffing plan and program strategy, including the responsibilities and qualifications for person(s) who will provide services under the program.**

WCGC will follow the staffing qualifications and client ratios prescribed by Chapter 65D-30, Florida Administrative Code.

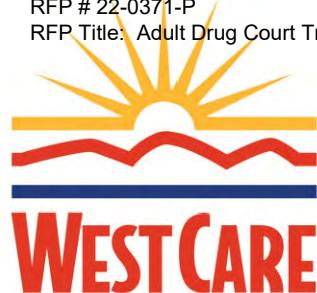
**i. Describe staff-to-client ratio (excluding any applicable administrative personnel).**

For Residential Services WCGC will maintain a group size of 15 individuals. The case load for Individual Counseling will not exceed 15 individuals per counselor.

For Outpatient Services WCGC will maintain a group size of 15 individuals. The case load for Individual Counseling will not exceed 50 individuals per counselor.

**ii. Provide an organizational chart showing which individuals will be providing services for the Adult Drug Court.**

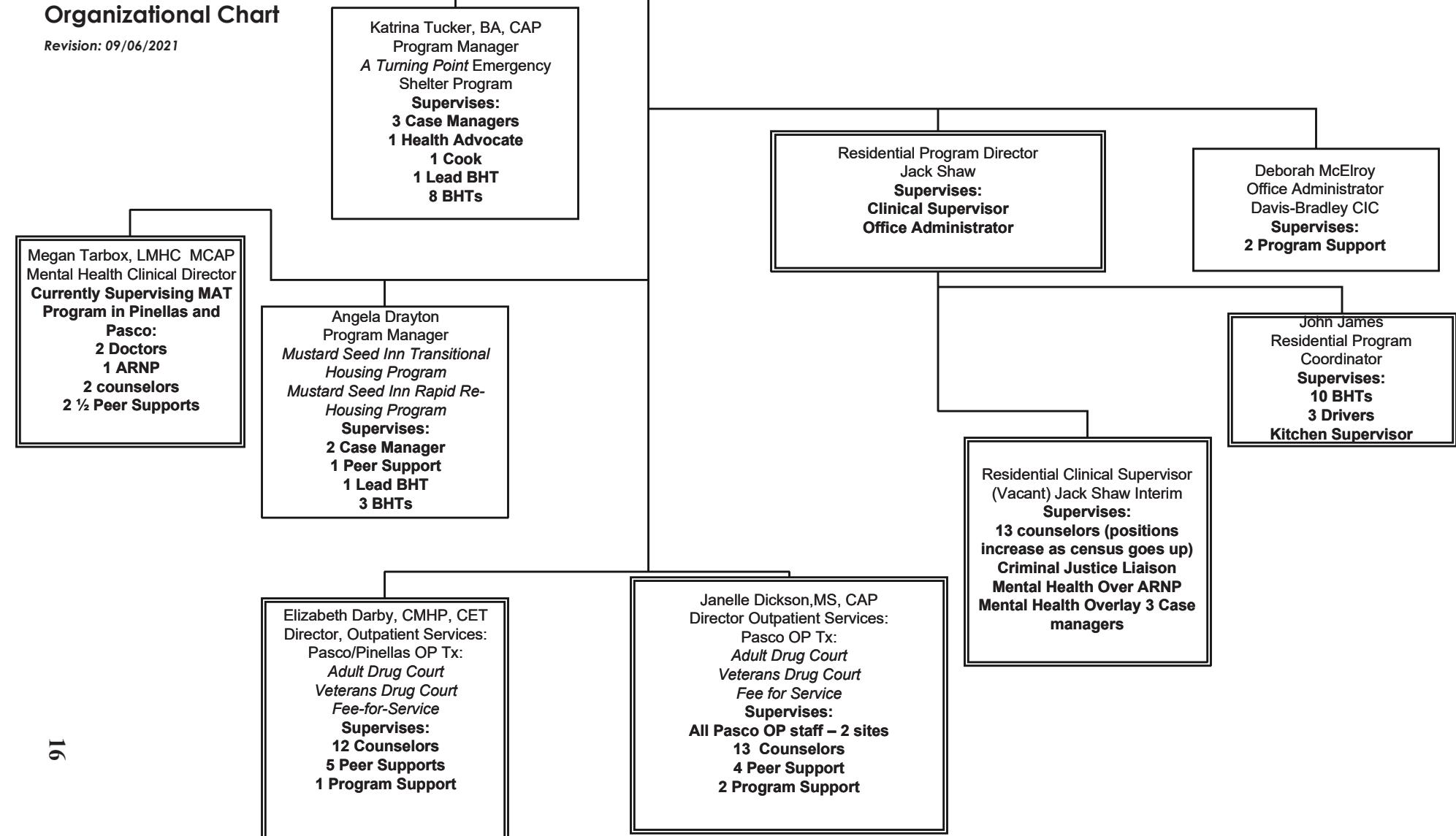
Organizational Chart (see next page)



## WestCare GulfCoast-Florida, Inc. Organizational Chart

Revision: 09/06/2021

## ATTACHMENT 2



**iii. Hire, onboard and staff within 45 days of the contract award in a competitive labor market.**

All program staff are currently in place with the exception of one key position to be hired upon award: Counselor for Screening and Assessment. Current staff may be utilized to get the contract operational. As the program grows, additional staff will be added to ensure outpatient and residential counselor ratios to clients stays within the guidelines of *Chapter 65D-30, Florida Administrative Code*.

**o) Proposer must demonstrate the ability and process to track staff time and resources dedicated to a state grant, including accounting of program generated income.**

WCGC utilizes Paycom to track staff time. Staff time can be tracked in multiple programs/funding sources if needed. Staff keep track of client fees on a spreadsheet and are maintained with client records. WCGC uses Blackbaud Financial Edge, specifically designed for fund accounting in nonprofit organizations and for management of grant funds. WCGC is in compliance with OMB Uniform Guidance and is independently audited annually. WCGC uses an Accounting Manual that follows standard accounting procedures and is approved by the Board of Directors. The Board of Directors has a Finance Committee, meeting at least quarterly to review and edit policies and procedures.

**p) Proposer must describe systems in place to collect, store, and securely report required data, including client-level data, in a timely manner to the County to ensure submission of all grant reports by the stated due dates.**

To ensure contract terms and client progress outcomes are met, WCGC staff members collect a variety of information which comprises each client's confidential clinical record. The data collected by WCGC is maintained in WestCare electronic health records (EHR). WCGC's policy and procedure document entitled, *Client Record Management System*, describes the information collected and process for collecting the information. WCGC uses a proprietary, encrypted electronic records system, Client Data System (CDS), to collect, maintain, and report data. Data is available on a client-level as well as an aggregate level.

**q) Proposer must describe how services and outcomes (short-term, intermediate, and long-term) will be collected, monitored, and evaluated.**

Infusing innovation and science into the conception, execution and evaluation of our correctional programming, WestCare assists our criminal justice partners to achieve desired outcomes while tackling challenges such as facility overcrowding, budget cuts, increasing mental health care demands and public safety concerns. The impact of this can be seen in the percentage of individuals who successfully complete the program. Program data is collected on a variety of service measures and outcomes. This data is reported at least monthly and reviewed by program staff. Program census data and availability are reviewed more frequently and reported to the Court and other area providers to help ensure programs are maximizing capacity. Program records are reviewed quarterly to

ensure compliance and accuracy. In addition to pre-set service objectives, WCGC also engages in client satisfaction surveys to help identify areas of improvement as reported by program participants. WCGC is responsive to any disparities in program outcomes.

WestCare engages in Continuous Quality Improvement to improve products, services, or processes: (1) Identify the deviation, barrier, or unexpected outcome; (2) Generate a fishbone diagram to define all possible causes; (3) Collect data to identify the cause and pinpoint the area for intervention; (4) Implement a corrective action; and (5) Collect data to determine the effectiveness of the action. WCGC uses the NIA Tx model, allowing rapid, repeated, and efficient change, ensuring high quality processes and program performance as well as timely change. Routine analysis may include the following measures: demographics; recruitment methods; attendance; attrition; planned/unplanned adaptations; cultural issues; indicators of unmet needs; participant changes in behavior as they relate to the identified goals and objectives outlined. All changes made, including those made to address disparities in access, service use, and outcomes across subpopulations, will be documented.

**EVALUATION CRITERIA:****4. Statement of Work**

The evaluation criteria for this area includes, but is not limited to:

- a) Addressing each item enumerated in the *Scope of Work Sections E(2) Services to be Performed, E(4) Program Oversight and Administration, and E(5) Performance Requirements for All Groups*, including process, ability, and rationale for approach.
- b) Demonstrate the Proposer's ability to overcome barriers and adjust process to meet needs of community and target population.

**Services to be Performed (as described in Section E2):****a) Group 1 – Residential Drug Court Treatment Services**

**Proposer will provide a variable length (8-18 months), two-part residential drug treatment service for each defendant in Adult Drug Court, as referred by the Court. All services will be provided in accordance with Chapter 65D-30, Florida Administrative Code.**

**Part 1 and 2, i-iii:**

WCGC will provide an evidence-based, individualized, trauma-informed, culturally competent and gender responsive two (2)-part residential drug treatment program for Adult Drug Court participants, as referred by the Court. Services will be offered for a variable length of time depending on the needs of the clients and the approval of the Court, with a minimum of two-months of intensive drug treatment and a 4-month employment/re-entry period, followed by aftercare services.

WCGC offers existing residential substance abuse treatment program that are licensed by the Florida Department of Children and Families and funded by the Florida Department of Corrections. All services that WCGC provides are in accordance with Chapter 65D-30, Florida Administrative Code.

The provision of Residential Substance Abuse Treatment Services by WCGC is informed by SAMHSA's Treatment Improvement Protocol (TIP) 23, *Treatment Drug Courts: Integrating Substance Abuse Treatment with Legal Case Processing*; TIP 42, *Substance Abuse Treatment For Persons with Co-Occurring Disorders*. In addition, WCGC's services are informed by its Gender-Responsive Treatment Models for Males and Females, as well as, its Modified Therapeutic Community (MTC) Treatment Model. Infused with the principles of the "community-as-method" model, WCGC's residential drug treatment programs provide an evidence-based Modified Therapeutic Community (MTC) environment for individuals involved in the criminal justice system.

WestCare has used a MTC treatment modality in its residential programs for 41 years, and has instituted MTCs in California, Florida, Oregon, Wyoming, Illinois, Nevada, and Kentucky. These were designed using the Modified TC (MTC) model, using service levels that meet the contract criteria for Department of Corrections and State In-Prison Substance Abuse Programs. In its long history WestCare has developed a highly experienced national team of behavioral health experts who possess extensive experience using and evaluating evidence-based practices, models and approaches.

The MTC curriculum authored by SAMHSA builds upon the work and expertise of central figures in the behavioral health and TC arenas. In modifying and adapting the TC model in our jail/prison programs for a variety of special populations, WestCare has developed relationships with Harvey Milkman, Ph.D. and George DeLeon, Ph.D. Dr. DeLeon of the Center for Therapeutic Community Research at NDRI, Inc. is considered to be the “Godfather” of the TC movement and his book (often referred to as the “Redbook”), “The Therapeutic Community” and the “Community As Method” are top resources used by staff throughout WestCare and referenced heavily in the curriculum published by SAMHSA. Dr. DeLeon has previously provided comprehensive two-day training for staff, clients and stakeholders in the TC model. Additionally, Dr. Milkman has provided training to WestCare staff in its various regions.

Due to the close correlation between substance abuse and mental health disorders, and the prevalence of both existing (co-occurring disorders), WCGC provides a Modified Therapeutic Community (MTC) experience. The MTC allows WCGC clinicians to adapt the principles and methods of the evidence-based TC to the circumstances of the client, increasing flexibility, making treatment more individualized and using varied treatment intensity as a clinical tool. WCGC’s residential program is staged in three (3) phases as pictured below.

*2-Part Residential Drug Treatment Program At-a-Glance*

Part	Phase	Activities	Length
1*	I: Orientation: Challenge to Change  II: Primary Treatment: Commitment to Change	At least 10 hours of treatment weekly: At least 1 individual counseling session weekly  At least 3 group counseling sessions weekly  New Resident/Member Orientation Group Education & Support Meetings Life Skills for Success Training provided onsite Education Testing/Instruction provided onsite by Pinellas County Schools Academic Instructors Recreation/Leisure Activities Spirituality (Voluntary)	60 Days Intensive
2**	III: Reentry: Ownership of Change	At least <b>6 hours</b> of treatment weekly: At least 1 individual counseling session weekly  At least <b>2 group</b> counseling sessions weekly  Group Education & Support Meetings Life Skills for Success Training provided onsite Education Testing/Instruction provided onsite by Pinellas County Schools Academic Instructors Vocational Counseling including Assistance with Employment Placement Recreation/Leisure Activities Spirituality (Voluntary) Re-entry Planning w/ Counselors/Staff	120 Days

	Recovery Maintenance/Aftercare	<p>Aftercare counseling sessions are provided as needed up to 12 weeks post-treatment.</p> <p>Following discharge, clients are encouraged to participate in recovery support services and participate in alumni leadership activities (e.g. peer mentoring, facilitation of peer support groups, aftercare groups, etc.)</p> <p>Post-treatment discharge urine drug screens will be provided if ordered by the Court.</p>	84 Days+
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Throughout the program clients will receive frequent, random drug testing (urine screen or oral swab) at least weekly and up to twenty-six weeks thereafter on a frequency basis as ordered by the court. All clients will receive referrals and/or linkages for any mental health, medical, or social service needs as deemed appropriate. Residential clients will also receive transportation services to bring offenders to Court.

*\*Two (2) months of intensive drug treatment, wherein the participant remains at the facility twenty-four (24) hours per day.*

*\*\*Four (4) months of employment/re-entry treatment and training where the participant resides at the facility. The participant must leave the facility for employment but is required to return each evening for additional services.*

Prior to the provision of treatment services, all clients participate in a comprehensive and integrated assessment and treatment planning process. Due to the close correlation between substance abuse and mental health issues, coupled with a criminal justice system involved population, WCGC uses a process of integrated screening, assessment, and treatment planning that address both mental health and substance abuse (co-occurring disorders), each in the context of the other disorder. Per its policy on *Client Assessment*, WCGC views screening/assessment and treatment planning as a larger process (that may involve more than one provider).

Following referral from the Court, WCGC reviews information provided and engages in a process with the client to establish (or rule out) the presence or absence of substance abuse, mental health or co-occurring disorders, determines the client's readiness for change, identifies client strengths or problem areas that may affect the processes of treatment and recovery, level of risk, and engages the client in the development of an appropriate treatment relationship.

WCGC understands that the provider contracted to provide Substance Abuse/Mental Health Screening Assessments, will also administer a validated risk assessment. Since WCGC utilizes a risk-need-responsivity (RNR) model within its treatment/discharge planning, WCGC Counselors will also assess for level of risk for relapse and recidivism at the time of referral, throughout treatment and before discharge. To aid in successful individualized and client-driven treatment/discharge planning, WCGC Counselors (using Motivational Interviewing) will administer the following instruments:

- Comprehensive Biopsychosocial Instrument: This instrument adheres to all requirements of

Chapter 397, F.S., Rule 65D-30, as well as, all CARF International and Joint Commission accreditation standards. The tool is administered by a Counselor in a structured interview (approximately 60-90 minutes). The Biopsychosocial Instrument is based on ASAM Criteria and includes additional questions regarding social determinants of health. The ASAM Criteria uses six dimensions to create an assessment of an individual to determine appropriate levels of care: (1) Acute Intoxication / Withdrawal Potential, (2) Biomedical Conditions and Complications, (3) Emotional, Behavioral, or Cognitive Conditions and Complications, (4) Readiness to Change, (5) Relapse, Continued Use or Continued Problem Potential, and (6) Recovering/Living Environment. The instrument includes a number of specific components including:

- History of substance abuse, including drugs used, frequency and pattern of use, previous treatment, and drug-using patterns in the family
- Involvement with the criminal justice system, including prior criminal history and any pending charges
- Family history and social roles, including the individual's roles in the immediate and extended family, as well as employment status
- Educational and vocational needs
- Employment and salary history (socioeconomic status)
- Spirituality, including the offender's sense of community and "sense of belonging in the universe"
- Experiences with domestic violence and child abuse/neglect.
- Level of psychological development
- Levels of anxiety and depression
- Risk of and/or history of prior treatment for mental illness
- Use of any medication for mental health purposes
- Presence of personality disorders or other mental disorders
- Central nervous system function and impairment
- History of sexual, emotional, and/or physical abuse
- History of violent behavior
- Risk of and/or history of infectious and contagious diseases, including HIV, hepatitis, STDs, and TB Medical problems, including nutritional deprivation, and dental problems.

- For placement purposes, WCGC uses an ASAM Criteria-based initial screening tool. This modified screening instrument takes approximately 30 to 40 minutes to administer and provides information necessary to determine the correct level of treatment placement. A full ASAM Criteria-based biopsychosocial is administered for purposes of treatment planning after the initial placement and program intake.

Following the assessment process, WCGC will make subsequent recommendations to the Court in compliance with Court requirements. WCGC has the ability to administer additional screening and assessment validated instruments on an individualized basis (as approved by the Court).

WCGC uses a holistic, person-centered and individualized approach for integrated treatment planning. WCGC aligns its treatment planning process with SAMHSA's Components of a *Client-Centered Treatment Plan*. Using screening and assessment data and other sources of information, clinicians work in a therapeutic alliance with clients to develop a written individualized

treatment/discharge plan. Screening and assessment data are useful in establishing a client's baseline of signs, symptoms, and behaviors that can then be used to assess progress. This roadmap to recovery, which WCGC refers to as an Individualized Wellness Plan, is matched to the individual's needs, risk level, readiness, preferences, and personal goals. Treatment, employment, relapse prevention, linkages to community-based support services, financial literacy, anger management, restitution, and other vital aspects of recovery, are all represented within the plan. Treatment goals are developed to plan a course of action that systematically addresses identified needs. Treatment goals may include personal development, building self-esteem, accepting responsibility for actions, openly admitting the extent of use/abuse, improving academic scores to age-appropriate levels, or making decisions regarding a drug-free and independent lifestyle. Individualized plans are completed within thirty (30) days of admission to the treatment program. Depending upon the intensity of treatment, the treatment plan is reviewed regularly (a minimum of every 30 days) for progress and needed changes in treatment strategies if progress is not occurring. In addition, significant changes in the client's condition or living situation may stimulate a treatment plan review and revision. Unless deemed counter-therapeutic or as a result of inability to contact family members, the treatment team will document family feedback (or other input from the client's circle of support) regarding the plan's development. The treatment plan will give beginning and ending dates and frequency of services that are methods to achieve identified objectives, which are linked to goals.

Discharge, re-entry, and asset mapping planning starts at the time of admission. WCGC's Counselors review a wide range of life domains with the client for his/her plans regarding functioning in those areas upon discharge. Areas in which plans are not very specific may become part of the treatment plan for the client. While discharge planning starts from admission, final discharge (maintenance care) plans will be written during the last 30 days of treatment and, with the client's consent, will be submitted to any community resource to which they are referred.

*Note: WCGC currently provides residential treatment services to many Drug Court participants and utilizes flexibility when transitioning clients through program stages based on each individual's assessed needs and each client's progress with his/her treatment plan (in coordination with the Court). In addition, with approval from the Court, WCGC will make recommendations for any clients requiring longer lengths of stay in treatment based on treatment plan progress and assessments.*

Treatment services include:

- Individual Counseling Sessions (at least 1 session weekly for at least 6 months);
- Group Counseling Sessions (at least 3 group counseling sessions weekly during the first 2 months and at least 2 group sessions weekly during the following 4 months)
- Group Education Sessions (< 15\* clients per group):
  - Psychoeducational Groups
  - Substance Abuse Education
  - Skills Development Groups
  - Cognitive-Behavioral/Problem Solving Groups
  - Support Groups
  - Interpersonal Process Groups

*\*Note: While the RFP states that Group Sessions may be up to 20 individuals, Chapter 65D-30, Florida Administrative Code, currently states groups may not exceed 15 individuals.*

**iv. Regarding random drug testing:**

WCGC staff members (of the same gender as the client) will administer 12-panel urine drug screenings on a random basis (in a private area at WCGC facilities) at least weekly for multiple drugs during the course of treatment and on a post-treatment frequency basis as ordered by the Court. The urine drug screens that WCGC uses test for the following substances: amphetamines, barbiturates, benzodiazepines, buprenorphine, cocaine, marijuana, methadone, MDMA, methamphetamine, opiates, oxycodone, and propoxyphene. Most urine drug screens yield instant results. Drug tests that require confirmation are processed by a third-party laboratory. All testing is conducted in accordance with the Substance Abuse and Mental Health Services Administration (SAMHSA) standards as well as meeting requirements of the Department of Children and Families standards. WCGC technicians are trained in procedures that follow the National Association of Drug Court Professionals with adherence to Chain of Custody Protocols found within the Clinical Improvement Act. WCGC guarantees that all drug testing analysis reports will be accurate and easy to read using common units of measure. WCGC will include reliable drug ranges in the report for reference purposes.

**v. Provide consultation or referral arrangements for any mental health, medical or other social service needs, as deemed appropriate.**

WCGC's goal is to facilitate integrated behavioral and primary health care within its residential programs. The organization has developed a network of community-based partners who assist WCGC professionals in the care of clients (e.g., WCGC works with Suncoast Center and Direction for Living to meet the mental health needs of clients). WCGC's multi-disciplinary staff functions in support of the client by reducing barriers to treatment and promoting success in treatment by decreasing stressors that may result in relapse. Case management services are available to help clients receive services from other community providers. Primary case management services include referral, advocacy, monitoring, coordination, and linkage activities. Often staff members must coordinate services with various agencies in the community, including mental health, criminal justice, and social service agencies. At other times, WCGC staff must advocate with community providers to work with our clients. At all times, staff is charged with providing linkages that work. All staff is provided with information about community resources and/or is charged with developing such information.

WCGC has been a member of the community for 21-plus years and has many cooperative agreements with local services providers to offer a variety of value-added services. WCGC has doctors under contract to assist with client's mental health needs and is currently partnering with the Department of Health to provide primary health care on site at Davis Bradley Community Involvement Center (DBCIC) facility. WCGC is able to help the clients with the Mustard Seed Rapid Rehousing and Transitional Housing program which can work with clients to locate and secure housing within the community.

Additionally, in partnership with Pinellas County Ex-offenders Re-entry Coalition (PERC) and

The Foundation of a Healthy St. Petersburg, we have placed an employment kiosk at the DBCIC to assist with locating employment. This complements WCGC's SAMHSA-funded Workforce Development program. WCGC also offers Medication Assisted Treatment (MAT) to clients in outpatient and residential in response to their request.

**vi. Provide means of transportation to bring offenders to Court as needed; and After the treatment program:**

WCGC has a fleet of vehicles funded by the Florida Department of Transportation 5310 Grant Program that enables WCGC to safely transport clients to Court as needed. All Adult Drug Court clients are accompanied to their Court supervision meetings by a WCGC staff member. All staff that operate vehicles are required to complete training on WCGC's policies and procedures on Transportation Safety.

**vii. Provide aftercare counseling sessions as needed for clients completing active residential treatment for up to an additional twelve (12) weeks.**

WestCare will provide Aftercare Substance Abuse Services to any client who has completed one of its treatment programs and typically consists of:

- One (1) sixty (60) to ninety (90) minute process group one time per week, depending on individual clinical need;
- One (1) forty-five (45) minute individual counseling session one time per month;
- Additional individual/group counseling sessions if clinically warranted
- Use of Peer-to-Peer Supports as applicable

Aftercare services offered by WestCare are available at the same facility where treatment was offered during day and evening hours.

**Proposer is to provide the Adult Drug Court with the following:**

- i. Notification of client's arrival for screening process inclusive of client's acceptance or non-acceptance into treatment setting.
- ii. Notification of treatment start date.
- iii. Evaluation recommendations.
- iv. Reports for judicial reviews no later than forty-eight (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.
- v. Immediate notification of termination, discharge or elopements.
- vi. Immediate notification of violation of terms of treatment (i.e., failed drug screens, missed treatment appointments, etc);
- vii. Immediate notification of hospitalization or significant disruption of treatment process.

- viii. Discharge information will be supplied to the Court, and a copy will be forwarded to the Department of Corrections.**
- ix. Court appearances by the Proposer will be made as required by the Court;**
- x. 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; and**
- xi. Weekly written reports to the Court on treatment availability status and size of wait lists.**

WCGC will provide the Adult Drug Court with notification (in adherence with Court requirements regarding method of reporting) of client's arrival for screening process, inclusive of client's acceptance/non-acceptance into treatment setting and the date that treatment begins. Additionally, WCGC will provide recommendations for evaluation and reports for judicial reviews no later than 48 hours prior to a regularly scheduled judicial review hearing (including attendance, urine drug screening results, and treatment progress reports). WCGC will also be responsible for immediate notification of termination, discharge or elopements, violation of terms of treatment (e.g., failed drug screens, missed treatment appointments, etc.) and immediate notification of hospitalization or significant disruption of treatment process. Further, discharge information will be supplied to the Court and the Department of Corrections by WCGC. WCGC staff will also be responsible for making court appearances as ordered as well as providing client-related data and status information in a manner and in a format as required by the court. This format may include electronic data

**b) Group 2 – Outpatient Level II Services for Drug Court:**

**Proposer will provide Outpatient Level II drug treatment services for defendants in Adult Drug Court, as directed by the Court.**

WCGC will provide Outpatient Level II drug treatment services for defendants in Adult Drug Court as directed by the Court. All services will be provided in accordance with Chapter 65D-30, Florida Administrative Code. In addition to the standards outlined in Chapter 65D-30, Florida Administrative Code, WCGC will provide the following services for outpatient drug treatment within 14 days of receipt of Court referral:

The provision of substance abuse treatment services to Drug Court clients by WCGC is informed by SAMHSA's Treatment Improvement Protocol (TIP) 23, *Treatment Drug Courts: Integrating Substance Abuse Treatment With Legal Case Processing*, and the *10 Key Components of Drug Court Programs* developed by the Bureau of Justice Assistance (BJA) and the National Association of Drug Court Professionals (NADCP). Contingent on assessed individual needs, each client will take part in substance abuse treatment services twice weekly (2-hours daily) for a minimum of twelve (12) weeks. WCGC will provide services in coordination with the Court as needed.

Treatment services include:

- Individual Counseling Sessions
- Group Counseling Sessions (at least 2 times per week for 2 hours for a minimum of 12 weeks)
- Group Education Sessions (< 15\* clients per group):

- Psychoeducational Groups
- Substance Abuse Education
- Skills Development Groups
- Cognitive-Behavioral/Problem Solving Groups
- Support Groups
- Interpersonal Process Groups

*\*Note: While the RFP states that Group Sessions may be up to 20 individuals, Chapter 65D-30, Florida Administrative Code, currently states groups may not exceed 15 individuals.*

**The following services will be provided to defendants and respondents within fourteen (14) days of receipt of Court referral:**

**i. Services will be offered in both North and South Pinellas County.**

WCGC's outpatient treatment facilities are located St. Petersburg (DBCIC, South Pinellas), Pinellas Park (Main Outpatient Facility, Mid-County), and in New Port Richey (Pasco County, Convenient access to North Pinellas).

**ii. Group counseling services will be available day and night.**

WCGC schedules outpatient group counseling sessions during select day and evening hours at all sites to accommodate clients' schedules. Evening sessions are generally scheduled M-H, 6-8 PM. A weekly group meeting schedule, as well as a listing of program/facility operating hours, will continue to be posted in an area visible to clients at WCGC facilities.

**iii. Group counseling will be offered two (2) hours daily, twice weekly for a minimum of twelve (12) weeks.**

Using the evidence-based practices discussed previously, WCGC Counselors will provide each client with two (2) hours of group counseling daily, twice weekly for a minimum of 12 weeks (longer durations are available depending on assessed need) at a WCGC treatment facility. All counseling groups facilitated by WCGC Counselors adhere to requirements of licensure, the Court, and WCGC clinical policies and procedures. WCGC limits group counseling sessions to fifteen (15) clients or less. WCGC utilizes SAMHSA's Treatment Protocol Improvement (TIP) 41, on "Group Therapy," to inform its group counseling and group meetings processes. WCGC can also offer aftercare group sessions to clients.

The modality of group sessions helps participants to work toward individualized goals and objectives set forth in their treatment plan. Generally accepted rules of organization and conduct will govern group psychotherapy, including involvement of selected co-therapists. Groups may be centered on verbal communication or use other strategies such as art and common group interests. Group psychotherapy will address specific behavioral areas including interpersonal relationships, dysfunctional patterns of behavior, and an awareness of others as whole feeling human beings who experience painful events in their lives. Further, clients will be taught skills to acquire self-

knowledge of the substance abuse cycle and relapse prevention model. All group services are led by an individual with a Certified Addictions Counselor (CAC), or Bachelor's Degree or higher with experience in behavioral health services.

**iv. Screenings, assessments and subsequent recommendations, if any, will be provided to the Court.**

Due to the close correlation between substance abuse and mental health issues, coupled with a criminal justice system involved population, WCGC uses a process of integrated screening, assessment, and treatment planning that address both mental health and substance abuse (co-occurring disorders), each in the context of the other disorder. Per its policy on *Client Assessment*, WCGC views screening/assessment and treatment planning a larger process (that may involve more than one provider).

Following referral from the Court, WCGC reviews information provided and engages in a process with the client that enables the provider to establish (or rule out) the presence or absence of substance abuse, mental health or co-occurring disorders, determines the client's readiness for change, identifies client strengths or problem areas that may affect the processes of treatment and recovery, level of risk, and engages the client in the development of an appropriate treatment relationship.

WCGC understands that the provider contracted to provide Substance Abuse/Mental Health Screening Assessments, will also administer a validated risk assessment. Since WCGC utilizes a risk-need-responsivity (RNR) model within its treatment/discharge planning, WCGC Counselors will also assess for level of risk for relapse and recidivism at the time of referral, throughout treatment and before discharge. Counselors also review results of the other provider's screenings and assessments. That information will be combined with additional information WCGC gathers using the process below. To aid in successful individualized and client-driven treatment/discharge planning, WCGC Counselors (using Motivational Interviewing) will administer the following instruments:

- Comprehensive Biopsychosocial Instrument: This instrument adheres to all requirements of Chapter 397, F.S., Rule 65D-30, as well as, all CARF International and Joint Commission accreditation standards. The tool is administered by a Counselor in a structured interview (approximately 60-90 minutes). The Biopsychosocial Instrument is based on ASAM Criteria and includes additional questions regarding social determinants of health. The ASAM Criteria uses six dimensions to create an assessment of an individual to determine appropriate levels of care: (1) Acute Intoxication / Withdrawal Potential, (2) Biomedical Conditions and Complications, (3) Emotional, Behavioral, or Cognitive Conditions and Complications, (4) Readiness to Change, (5) Relapse, Continued Use or Continued Problem Potential, and (6) Recovering/Living Environment. The instrument includes a number of specific components including:
  - History of substance abuse, including drugs used, frequency and pattern of use, previous treatment, and drug-using patterns in the family
  - Involvement with the criminal justice system, including prior criminal history and any pending charges
  - Family history and social roles, including the individual's roles in the immediate and extended family, as well as employment status

- Educational and vocational needs
- Employment and salary history (socioeconomic status)
- Spirituality, including the offender's sense of community and "sense of belonging in the universe"
- Experiences with domestic violence and child abuse/neglect.
- Level of psychological development
- Levels of anxiety and depression
- Risk of and/or history of prior treatment for mental illness
- Use of any medication for mental health purposes
- Presence of personality disorders or other mental disorders
- Central nervous system function and impairment
- History of sexual, emotional, and/or physical abuse
- History of violent behavior
- Risk of and/or history of infectious and contagious diseases, including HIV, hepatitis, STDs, and TB Medical problems, including nutritional deprivation, and dental problems.

• For placement purposes, WCGC uses an ASAM Criteria-based initial screening tool. This modified screening instrument takes approximately 30 to 40 minutes to administer and provides information necessary to determine the correct level of treatment placement. A full ASAM Criteria-based biopsychosocial is administered for purposes of treatment planning after the initial placement and program intake.

Following the assessment process, WCGC will make subsequent recommendations to the Court in compliance with Court requirements. WCGC has the ability to administer additional screening and assessment validated instruments on an individualized basis (as approved by the Court).

**v. Individual treatment and discharge planning will be made within thirty (30) days of referral by the Court. Treatment evaluations will be made every thirty (30) days.**

WCGC uses a holistic, person-centered and individualized approach for integrated treatment planning. WCGC aligns its treatment planning process with SAMHSA's Components of a *Client-Centered Treatment Plan*. Using screening and assessment data and other sources of information, clinicians work in a therapeutic alliance with clients to develop a written individualized treatment/discharge plan. Screening and assessment data are useful in establishing a client's baseline of signs, symptoms, and behaviors that can then be used to assess progress.

This roadmap to recovery, which WCGC refers to as an Individualized Wellness Plan, is matched to the individual's needs, risk level, readiness, preferences, and personal goals. Treatment, health care, employment, relapse prevention, linkages to community-based support services, financial literacy, anger management, restitution, and other vital aspects of recovery, are all represented within the plan. Treatment goals are developed to plan a course of action that systematically addresses identified needs. Treatment goals may include personal development, building self-esteem, accepting responsibility for actions, openly admitting the extent of use/abuse, improving academic scores to age-appropriate levels, or making decisions regarding a drug-free and independent lifestyle. Individualized plans are completed within thirty (30) days of admission to the treatment program.

The treatment plan is reviewed regularly (a minimum of every 30 days) for progress and needed changes in treatment strategies if progress is not occurring. In addition, significant changes in the client's condition or living situation may stimulate a treatment plan review and revision. Unless deemed counter-therapeutic or as a result of inability to contact family members, the treatment team will document family feedback (or other input from the client's circle of support) regarding the plan's development. The treatment plan will give beginning and ending dates and frequency of services that are methods to achieve identified objectives, which are linked to goals.

Discharge planning, re-entry planning and asset mapping starts at the time of admission. WCGC's Counselors review a wide range of life domains with the client for his/her plans regarding functioning in those areas upon discharge. Areas in which plans are not very specific may become part of the treatment plan for the client. While discharge planning starts from admission, final discharge (maintenance care) plans will be written during the last 30 days of treatment and, with the client's consent, will be submitted to any community resource to which they are referred.

**vi. Random urine drug screenings or oral swab drug screenings will be given on a random basis at least weekly for multiple drugs during the course of treatment and up to twelve (12) weeks thereafter on a frequency basis as ordered by the Court. Consultation or referral arrangements will be made where psychiatric, medical or other social services are deemed appropriate.**

WCGC staff members (of the same gender as the client) will administer 12-panel urine drug screenings on a random basis (in a private area at WCGC treatment facilities) at least weekly for multiple drugs during the course of treatment and thereafter on a frequency basis as ordered by the Court. The urine drug screens that WCGC uses test for the following substances: amphetamines, barbiturates, benzodiazepines, buprenorphine, cocaine, marijuana, methadone, MDMA, methamphetamine, opiates, oxycodone, and propoxyphene. Most urine drug screens yield instant results. Drug tests that require confirmation are processed by a third-party laboratory. All testing is conducted in accordance to the Substance Abuse and Mental Health Services Administration (SAMHSA) standards as well as meeting requirements of the Department of Children and Families standards. WCGC technicians are trained in procedures that follow the National Association of Drug Court Professionals with adherence to Chain of Custody Protocols found within the Clinical Improvement Act. WCGC guarantees that all drug testing analysis reports will be accurate and easy to read using common units of measure. WCGC will include reliable drug ranges in the report for reference purposes.

**vii. Participation by clients in community self-help groups such as NA or AA will be encouraged. Attendance at these meetings shall not, however, constitute part of the requirement for substance abuse counseling;**

All participants will be strongly encouraged by clinical staff to attend community support groups (e.g., AA, NA, CA, etc.) to enhance their treatment experience. Counselors will provide clients with a list of community support groups that meet in Pinellas County or that are most accessible to the client. Clients will be notified during orientation and throughout their treatment that attendance at such meetings does constitute part of the requirement for substance abuse counseling. Attendance will be noted in the client's clinical record. WCGC can also offer aftercare group sessions to clients.

WCGC also encourages alumni to participate in leadership roles by leading peer-driven support meetings.

**viii. Counseling groups will be no larger than twenty (20) persons per group.**

All counseling groups facilitated by WCGC Counselors adhere to requirements of licensure, the Court, and WCGC clinical policies and procedures. WCGC limits group counseling sessions to fifteen (15)\* clients or less. WCGC utilizes SAMHSA's Treatment Protocol Improvement (TIP) 41, on "Group Therapy," to inform its group counseling and group meetings processes. WCGC will also offer aftercare group sessions to clients.

*\*Note: While the RFP states that Group Sessions may be up to 20 individuals, Chapter 65D-30, Florida Administrative Code, currently states groups may not exceed 15 individuals.*

**Proposer is to provide the Adult Drug Court with the following:**

- i. Notification of client's arrival for screening process inclusive of client's acceptance or non-acceptance into treatment setting.**
- ii. Notification of treatment start date.**
- iii. Evaluation recommendations.**
- iv. Reports for judicial reviews no later than forty-eight (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;**
- v. Immediate notification of termination, discharge or elopements.**
- vi. Immediate notification of violation of terms of treatment (i.e., failed drug screens, missed treatment appointments, etc);**
- vii. Immediate notification of hospitalization or significant disruption of treatment process;**
- viii. Discharge information will be supplied to the Court, and a copy will be forwarded to the Department of Corrections.**
- ix. Court appearances by the Proposer will be made as required by the Court.**
- x. 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; and**
- xi. Weekly written reports to the Court on treatment availability status and size of wait lists.**

WCGC will provide the Adult Drug Court with notification (in adherence with Court requirements regarding method of reporting) of client's arrival for screening process, inclusive of client's acceptance/non-acceptance into treatment setting and the date that treatment begins. Additionally, WCGC will provide recommendations for evaluation and reports for judicial reviews no later than 48 hours prior to a regularly scheduled judicial review hearing (including attendance, urine drug screening results, and treatment progress reports). WCGC will also be responsible for immediate notification of termination, discharge or elopements, violation of terms of treatment (e.g. failed drug screens, missed treatment appointments, etc.) and immediate notification of hospitalization or

significant disruption of treatment process. Further, discharge information will be supplied to the Court and the Department of Corrections by WCGC. WCGC staff will also be responsible for making court appearances as ordered as well providing 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. WCGC will also provide monthly/weekly written reports to the Court (and Pinellas County if needed) on treatment availability status and wait lists as required.

**c) Group 3 – Outpatient Level III Services for Drug Court:**

**Proposer will provide Outpatient Level III drug treatment services for defendants in Adult Drug Court, as directed by the Court.**

**All services will be provided in accordance with Chapter 65D-30, Florida Administrative Code. In addition to the standards proscribed in 65D-30.010(1), each defendant/respondent will be provided with counseling services that are consistent with Drug Court Level II outpatient treatment. The following required services exceed the standards for outpatient treatment as defined in 65D-30.010(1).**

WCGC will provide Outpatient Level III drug treatment services for defendants in Adult Drug Court as directed by the Court. All services will be provided in accordance with Chapter 65D-30, Florida Administrative Code. WCGC has the ability to provide foreign language interpreters for non-English proficient (NEP) or limited English proficient (LEP) participants of individual and group counseling sessions as needed (at no additional cost to the County). In addition to the standards outlined in Chapter 65D-30, Florida Administrative Code, WCGC will provide the following services for outpatient drug treatment within 14 days of receipt of Court referral:

The provision of substance abuse treatment services to Drug Court clients by WC-GC is informed by SAMHSA's Treatment Improvement Protocol (TIP) 23, *Treatment Drug Courts: Integrating Substance Abuse Treatment With Legal Case Processing*, and the *10 Key Components of Drug Court Programs* developed by the Bureau of Justice Assistance (BJA) and the National Association of Drug Court Professionals (NADCP). Contingent on assessed individual needs, each client will take part in substance abuse treatment services twice weekly for a minimum of twelve (12) weeks. WCGC will provide services in coordination with the Court as needed.

Treatment services include:

- Individual Counseling Sessions
- Group Counseling Sessions (at least 4 times per week for 2 hours daily for a minimum of 12 weeks)
- Group Education Sessions (< 15\* clients per group):
  - Psychoeducational Groups
  - Substance Abuse Education
  - Skills Development Groups
  - Cognitive-Behavioral/Problem Solving Groups
  - Support Groups

- Interpersonal Process Groups

*\*Note: While the RFP states that Group Sessions may be up to 20 individuals, Chapter 65D-30, Florida Administrative Code, currently states groups may not exceed 15 individuals.*

WestCare uses a cognitive-behavioral approach to teach offenders to become more reflective than reactive, more anticipatory and deliberate in their responses to potential difficulties, more problem-solving oriented and solution-focused, more actively considerate of the views of others and the impact of their behavior on others, and more flexible, open-minded, reasoned, and deliberate in their thinking. Cognitive skills exercises focus on problem solving, creative thinking, social skills, assertive expression, negotiation skills, emotions management, values reasoning, and critical reasoning.

**The following services will be provided to defendants and respondents within fourteen (14) days of receipt of Court referral:**

**i. Services will be offered in both North and South Pinellas County.**

WCGC's outpatient treatment facilities are located St. Petersburg (DBCIC, South Pinellas), Pinellas Park (Main Outpatient Facility, Mid-County), and in New Port Richey (Pasco County, Convenient access to North Pinellas).

**ii. Group counseling services will be available day and night.**

WCGC schedules outpatient group counseling sessions during select day and evening hours at all sites to accommodate clients' schedules. Evening sessions are generally scheduled M-H, 6-8 PM. A weekly group meeting schedule, as well as a listing of program/facility operating hours, will continue to be posted in an area visible to clients at WCGC facilities.

**iii. Group counseling will be offered two (2) hours daily, twice weekly for a minimum of twelve (12) weeks.**

Using the evidence-based practices discussed previously, WCGC Counselors will provide each client with two (2) hours of group counseling daily, twice weekly for a minimum of 12 weeks (longer durations are available depending on assessed need) at a WCGC treatment facility. All counseling groups facilitated by WCGC Counselors adhere to requirements of licensure, the Court, and WCGC clinical policies and procedures. WCGC limits group counseling sessions to fifteen (15)\* clients or less. WCGC utilizes SAMHSA's Treatment Protocol Improvement (TIP) 41, on "Group Therapy," to inform its group counseling and group meetings processes. WCGC can also offer aftercare group sessions to clients.

*\*Note: While the RFP states that Group Sessions may be up to 20 individuals, Chapter 65D-30, Florida Administrative Code, currently states groups may not exceed 15 individuals.*

The modality of group sessions helps participants to work toward individualized goals and objectives

set forth in their treatment plan. Generally accepted rules of organization and conduct will govern group psychotherapy, including involvement of selected co-therapists. Groups may be centered on verbal communication or use other strategies such as art and common group interests. Group psychotherapy will address specific behavioral areas including interpersonal relationships, dysfunctional patterns of behavior, and an awareness of others as whole feeling human beings who experience painful events in their lives. Further, clients will be taught skills to acquire self-knowledge of the substance abuse cycle and relapse prevention model. All group services are led by an individual with a Certified Addictions Counselor (CAC), or Bachelor's Degree or higher with experience in behavioral health services.

**iv. Screenings, assessments and subsequent recommendations, if any, will be provided to the Court.**

Due to the close correlation between substance abuse and mental health issues, coupled with a criminal justice system involved population, WCGC uses a process of integrated screening, assessment, and treatment planning that address both mental health and substance abuse (co-occurring disorders), each in the context of the other disorder. Per its policy on *Client Assessment*, WCGC views screening/assessment and treatment planning a larger process (that may involve more than one provider).

Following referral from the Court, WCGC reviews information provided and engages in a process with the client that enables the provider to establish (or rule out) the presence or absence of substance abuse, mental health or co-occurring disorders, determines the client's readiness for change, identifies client strengths or problem areas that may affect the processes of treatment and recovery, level of risk, and engages the client in the development of an appropriate treatment relationship.

WCGC understands that the provider contracted to provide Substance Abuse/Mental Health Screening Assessments, will also administer a validated risk assessment. Since WCGC utilizes a risk-need-responsivity (RNR) model within its treatment/discharge planning, WCGC Counselors will also assess for level of risk for relapse and recidivism at the time of referral, throughout treatment and before discharge. Counselors also review results of the other provider's screenings and assessments. That information will be combined with additional information WCGC gathers using the process below. To aid in successful individualized and client-driven treatment/discharge planning, WCGC Counselors (using Motivational Interviewing) will administer the following instruments:

- Comprehensive Biopsychosocial Instrument: This instrument adheres to all requirements of Chapter 397, F.S., Rule 65D-30, as well as, all CARF International and Joint Commission accreditation standards. The tool is administered by a Counselor in a structured interview (approximately 60-90 minutes). The Biopsychosocial Instrument is based on ASAM Criteria and includes additional questions regarding social determinants of health. The ASAM Criteria uses six dimensions to create an assessment of an individual to determine appropriate levels of care: (1) Acute Intoxication / Withdrawal Potential, (2) Biomedical Conditions and Complications, (3) Emotional, Behavioral, or Cognitive Conditions and Complications, (4) Readiness to Change, (5) Relapse, Continued Use or Continued Problem Potential, and (6) Recovering/Living Environment. The instrument includes a number of specific components including:

- History of substance abuse, including drugs used, frequency and pattern of use, previous treatment, and drug-using patterns in the family
- Involvement with the criminal justice system, including prior criminal history and any pending charges
- Family history and social roles, including the individual's roles in the immediate and extended family, as well as employment status
- Educational and vocational needs
- Employment and salary history (socioeconomic status)
- Spirituality, including the offender's sense of community and "sense of belonging in the universe"
- Experiences with domestic violence and child abuse/neglect.
- Level of psychological development
- Levels of anxiety and depression
- Risk of and/or history of prior treatment for mental illness
- Use of any medication for mental health purposes
- Presence of personality disorders or other mental disorders
- Central nervous system function and impairment
- History of sexual, emotional, and/or physical abuse
- History of violent behavior
- Risk of and/or history of infectious and contagious diseases, including HIV, hepatitis, STDs, and TB Medical problems, including nutritional deprivation, and dental problems.

- For placement purposes, WCGC uses an ASAM Criteria-based initial screening tool. This modified screening instrument takes approximately 30 to 40 minutes to administer and provides information necessary to determine the correct level of treatment placement. A full ASAM Criteria-based biopsychosocial is administered for purposes of treatment planning after the initial placement and program intake.

Following the assessment process, WCGC will make subsequent recommendations to the Court in compliance with Court requirements. WCGC has the ability to administer additional screening and assessment validated instruments on an individualized basis (as approved by the Court).

**v. Individual treatment and discharge planning will be made within thirty (30) days of referral by the Court. Treatment evaluations will be made every thirty (30) days.**

WCGC uses a holistic, person-centered and individualized approach for integrated treatment planning. WCGC aligns its treatment planning process with SAMHSA's Components of a *Client-Centered Treatment Plan*. Using screening and assessment data and other sources of information, clinicians work in a therapeutic alliance with clients to develop a written individualized treatment/discharge plan. Screening and assessment data are useful in establishing a client's baseline of signs, symptoms, and behaviors that can then be used to assess progress.

This roadmap to recovery, which WCGC refers to as an Individualized Wellness Plan, is matched to the individual's needs, risk level, readiness, preferences, and personal goals. Treatment, health care, employment, relapse prevention, linkages to community-based support services, financial literacy,

anger management, restitution, and other vital aspects of recovery, are all represented within the plan. Treatment goals are developed to plan a course of action that systematically addresses identified needs. Treatment goals may include personal development, building self-esteem, accepting responsibility for actions, openly admitting the extent of use/abuse, improving academic scores to age-appropriate levels, or making decisions regarding a drug-free and independent lifestyle. Individualized plans are completed within thirty (30) days of admission to the treatment program. The treatment plan is reviewed regularly (a minimum of every 30 days) for progress and needed changes in treatment strategies if progress is not occurring. In addition, significant changes in the client's condition or living situation may stimulate a treatment plan review and revision. Unless deemed counter-therapeutic or as a result of inability to contact family members, the treatment team will document family feedback (or other input from the client's circle of support) regarding the plan's development. The treatment plan will give beginning and ending dates and frequency of services that are methods to achieve identified objectives, which are linked to goals.

Discharge planning, re-entry planning and asset mapping starts at the time of admission. WCGC's Counselors review a wide range of life domains with the client for his/her plans regarding functioning in those areas upon discharge. Areas in which plans are not very specific may become part of the treatment plan for the client. While discharge planning starts from admission, final discharge (maintenance care) plans will be written during the last 30 days of treatment and, with the client's consent, will be submitted to any community resource to which they are referred.

**vi. Random urine drug screenings or oral swab drug screenings will be given on a random basis at least weekly for multiple drugs during the course of treatment and up to twelve (12) weeks thereafter on a frequency basis as ordered by the Court. Consultation or referral arrangements will be made where psychiatric, medical or other social services are deemed appropriate.**

WCGC staff members (of the same gender as the client) will administer 12-panel urine drug screenings on a random basis (in a private area at WCGC treatment facilities) at least weekly for multiple drugs during the course of treatment and thereafter on a frequency basis as ordered by the Court. The urine drug screens that WCGC uses test for the following substances: amphetamines, barbiturates, benzodiazepines, buprenorphine, cocaine, marijuana, methadone, MDMA, methamphetamine, opiates, oxycodone, and propoxyphene. Most urine drug screens yield instant results. Drug tests that require confirmation are processed by a third-party laboratory. All testing is conducted in accordance to the Substance Abuse and Mental Health Services Administration (SAMHSA) standards as well as meeting requirements of the Department of Children and Families standards. WCGC technicians are trained in procedures that follow the National Association of Drug Court Professionals with adherence to Chain of Custody Protocols found within the Clinical Improvement Act. WCGC guarantees that all drug testing analysis reports will be accurate and easy to read using common units of measure. WCGC will include reliable drug ranges in the report for reference purposes.

**vii. Consultation or referral arrangements will be made where psychiatric, medical or other social services are deemed appropriate.**

WCGC will facilitate referral or consultations with psychiatric, medical and other social services where appropriate. WC-GC has been a member of the community for 21-plus years and has many cooperative agreements with local services providers to offer a variety of value added services. WCGC has doctors under contract to assist with client's mental health needs and is currently partnering with the Department of Health to provide primary healthcare. WCGC is able to help the clients with the Mustard Seed Rapid Rehousing and Transitional Housing program when needed and can work with clients to locate and secure housing within the community. Additionally, WCGC is able to support clients through a Workforce Development program that can assist in finding and maintaining employment as well as address gaps in educational needs.

**viii. Participation by clients in community self-help groups such as NA or AA will be encouraged. Attendance at these meetings shall not, however, constitute part of the requirement for substance abuse counseling; and**

All participants will be strongly encouraged by clinical staff to attend community support groups (e.g., AA, NA, CA, etc.) to enhance their treatment experience. Counselors will provide clients with a list of community support groups that meet in parts of Pinellas County that are most accessible to the client. Clients will be notified during orientation and throughout their treatment that attendance at such meetings does constitute part of the requirement for substance abuse counseling. Attendance will be noted in the client's clinical record. WCGC can also offer aftercare group sessions to clients. WCGC also encourages alumni to participate in leadership roles by leading peer-driven support meetings.

**ix. Counseling groups will be no larger than twenty (20) persons per group.**

All counseling groups facilitated by WC-GC Counselors adhere to requirements of licensure, the Court, and WC-GC clinical policies and procedures. WC-GC limits group counseling sessions to fifteen (15)\* clients or less. WC-GC utilizes SAMHSA's Treatment Protocol Improvement (TIP) 41, on "Group Therapy," to inform its group counseling and group meetings processes. WC-GC will also offer aftercare group sessions to clients.

*\*Note: While the RFP states that Group Sessions may be up to 20 individuals, Chapter 65D-30, Florida Administrative Code, currently states groups may not exceed 15 individuals.*

**Proposer is to provide the Adult Drug Court with the following:**

- i. Notification of client's arrival for screening process inclusive of client's acceptance or non-acceptance into treatment setting.**
- ii. Notification of treatment start date.**
- iii. Evaluation recommendations.**
- iv. Reports for judicial reviews no later than forty-eight (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;**
- v. Immediate notification of termination, discharge or elopements.**

- vi. Immediate notification of violation of terms of treatment (i.e., failed drug screens, missed treatment appointments, etc);**
- vii. Immediate notification of hospitalization or significant disruption of treatment process;**
- viii. Discharge information will be supplied to the Court, and a copy will be forwarded to the Department of Corrections.**
- ix. Court appearances by the Proposer will be made as required by the Court.**
- x. 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; and**
- xi. Weekly written reports to the Court on treatment availability status and size of wait lists.**

WCGC will provide the Adult Drug Court with notification (in adherence with Court requirements regarding method of reporting) of client's arrival for screening process, inclusive of client's acceptance/non-acceptance into treatment setting and the date that treatment begins. Additionally, WCGC will provide recommendations for evaluation and reports for judicial reviews no later than 48 hours prior to a regularly scheduled judicial review hearing (including attendance, urine drug screening results, and treatment progress reports). WCGC will also be responsible for immediate notification of termination, discharge or elopements, violation of terms of treatment (i.e., failed drug screens, missed treatment appointments; etc.) and immediate notification of hospitalization or significant disruption of treatment process. Further, discharge information will be supplied to the Court and the Department of Corrections by WCGC. WCGC staff will also be responsible for making court appearances as ordered as well providing 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. WCGC will also provide monthly/weekly written reports to the Court (and Pinellas County if needed) on treatment availability status and wait lists as required.

**d) Group 4 – Substance Abuse/Mental Health Screening Assessments:**

- i. Perform short (30-45 minute) assessments per month of Drug Court clients and prospective Drug Court clients who are not represented by private counsel.**

WCGC will provide to Drug Court clients a Substance Abuse/Mental Health Screening Assessment using a modified ASAM Criteria assessment tool. This instrument adheres to all requirements of Chapter 397, F.S., Rule 65D-30, as well as, all CARF International and Joint Commission accreditation standards. The tool is administered by a Counselor in a structured interview (approximately 60-90 minutes). The Biopsychosocial Instrument is based on ASAM Criteria and includes additional questions regarding social determinants of health. The ASAM Criteria is the most widely used and comprehensive set of guidelines for placement, continued stay, transfer, or discharge of patients with addiction and co-occurring conditions. Formerly known as the ASAM patient placement criteria. The ASAM Criteria uses six dimensions to create an assessment of an individual to determine appropriate levels of care: (1) Acute Intoxication / Withdrawal Potential, (2) Biomedical Conditions and Complications, (3) Emotional, Behavioral, or Cognitive Conditions and Complications, (4) Readiness to Change, (5) Relapse, Continued Use or Continued Problem Potential, and (6) Recovering/Living Environment. For placement purposes, WCGC uses an ASAM Criteria-based initial screening tool. This modified screening instrument

takes approximately 30 to 40 minutes to administer and provides information necessary to determine the correct level of treatment placement. A full ASAM Criteria-based biopsychosocial is administered for purposes of treatment planning after the initial placement and program intake.

**ii. Assessments will be performed in person for out-of-custody clients at a provider location or in-custody at the Pinellas County Jail (proper security clearance for access to the jail required);**

WCGC will perform the assessments in person for clients who are not in custody and in the Pinellas County Jail for clients who are in custody. WCGC staff will have the appropriate clearance for access to the jail.

**iii. Assessment tool must be an evidence-based tool which looks at drug use severity and identified major mental health problems, motivation for treatment, and criminal thinking patterns; Part of the assessment process may involve conducting a drug screen.**

The ASAM Criteria is the most widely used and comprehensive set of guidelines for placement, continued stay, transfer, or discharge of patients with addiction and co-occurring conditions. The ASAM Criteria uses six dimensions to create an assessment of an individual to determine appropriate levels of care: (1) Acute Intoxication / Withdrawal Potential, (2) Biomedical Conditions and Complications, (3) Emotional, Behavioral, or Cognitive Conditions and Complications, (4) Readiness to Change, (5) Relapse, Continued Use or Continued Problem Potential, and (6) Recovering/Living Environment. For placement purposes, WCGC uses an ASAM Criteria-based initial screening tool. This modified screening instrument takes approximately 30 to 40 minutes to administer and provides information necessary to determine the correct level of treatment placement. A full ASAM Criteria-based biopsychosocial is administered for purposes of treatment planning after the initial placement and program intake.

**iv. Proposer must demonstrate staff qualifications for the administration of the chosen instruments. Please provide with your proposal a list of relevant qualifications for all staff members who will administer the tool.**

WCGC staff who administer the assessment will be trained in its use and have a Bachelor's degree in an appropriate field and/or be a Certified Addictions Counselor (CAC). The assessor will be trained in Motivational Interviewing and have experience working with the target population. There is a basic set of personal qualities necessary for becoming a proficient interviewer. First, the prospective interviewer must be personable and supportive - capable of forming good rapport with a range of clients who may be difficult. The interviewer must be able to help the client separate the problem areas and to examine them individually using the questions provided. Equally important qualities in the prospective interviewer are the basic intelligence to understand the intent of the questions in the interview and the commitment to collecting the information in a responsible manner. The interviewer is not simply the recorder of a series of subjective statements. The interviewer is responsible for the integrity of the information collected and must be willing to repeat, paraphrase and probe until he/she is satisfied

that the client understands the question and that the answer reflects the best judgment of the client, consistent with the intent of the question.

**v. 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;**

The ASAM-based screening tool is a consistent and accurate tool for assessing clients and their substance abuse issues. The tool is able to successfully identify the client's problem areas in which they are experiencing the greatest difficulties, such as alcohol or drug addiction or legal or familial problems. Once a client's psycho-social issues are identified, an appropriate course of treatment may be administered. WCGC will share the assessment results with the Court. The assessment is currently integrated with WCGC's electronic health records system which allows for concise, accurate, and timely reporting.

**vi. 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;**

WCGC will complete reports and submit them in the format requested by the Court which may include electronic data submission meeting court-determined specifications.

**vii. Reports must be timely submitted three (3) weeks from time of referral or seven (7) days prior to the next scheduled court date, whichever is sooner;**

WCGC will also provide monthly/weekly reports to the Court (and Pinellas County if needed). All assessment and screening reports will be submitted within three weeks from the time of referral and/or seven days prior to the next scheduled court date, depending which is to occur sooner.

**viii. Proposer must provide available appointment slots for arraignment/pretrial hearings so that defendants can be assigned assessment appointments;**

WCGC will develop and maintain a calendar of available appointment slots for arraignment and pretrial hearings.

**ix. 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 forty-eight (48) hour notice; and**

WCGC proposes that each scheduled assessment appointment that is not cancelled with at least 48-hour notice pay a \$40 copayment.

**x. 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.**

WCGC will charge a \$40 copayment for an out-of-custody assessment. WCGC will make an effort to collect copayments for defendants in custody but understands this may not be possible. It is understood that 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, but it may not be possible to collect the copayments.

**e) *Group 5 – Transitional Housing:***

**Proposer will provide transitional housing to eligible Division N or Z Drug Court defendants.**

**i. Staff is to be on call twenty-four (24) hours per day, seven (7) days per week.**

WCGC has available transitional housing at the Mustard Seed Inn. The Mustard Seed Inn (MSI), is a 70-bed 24/7 residential transitional living and recovery facility that assists individuals with substance use or co-occurring substance use and mental health disorders. Additional beds may be made available at the Davis Bradley Community Involvement Center (DBCIC) as needed and available.

**ii. Staff must be onsite and have contact with each participant at least once per week. Multiple visits may be required until all residents are contacted.**

The Mustard Seed Inn is a single facility. The facility provides meals and recovery services to clients needing transition. Staff are on site 24 hours a day/7 days a week and clients have access to staff daily. Residents participate in individual case management sessions as well as group life-skills sessions multiple times per week. Residents of MSI have individualized case plans to aid and support long-term recovery while establishing foundations for permanent housing and successful re-entry to the community.

**iii. Proposer program staff will conduct face-to-face visits with eligible adult Drug Court defendants for screening/assessment, coordination of services, client registration and follow-up.**

Staff at the Mustard Seed Inn will have formal contact with drug court clients as determined in individual case plans, including daily contact, and will conduct face-to-face interviews with defendants for screening, assessment, coordination of services, and program registration. Follow-up activities will be completed at the permanent residence of the client once they have completed their transition to permanent housing. WCGC is able to provide an added value service within this program by helping the client with the Mustard Seed Rapid Rehousing program which can

work with clients to locate and secure housing within the community.

**iv. Proposer program staff will coordinate services with Non-Adjudicatory Adult Drug Court Expansion partners to meet the needs of participating Drug Court defendants throughout Pinellas County, Florida.**

WCGC will work with all non-adjudicatory adult drug court expansion partners to meet the need of clients throughout Pinellas County.

**v. 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.**

WCGC will provide client-related data and status and program in the format requested by the Court which may include electronic data submission meeting court-determined specifications.

**vi. Proposer shall notify Adult Drug Court of service termination no later than the next drug court judicial review hearing; and**

The Court will be notified of all clients that terminate services no later than the next drug court judicial review hearing.

**vii. Frequent communication with Court staff regarding transitional housing bed availability and wait lists.**

The Court will be notified of all available transitional housing beds and any waiting list for services at each drug court judicial review hearing.

**viii. Court appearances by the Proposer shall be made as required by the court.**

WCGC will appear in Court as required by the court.

**Program Oversight and Administration (as described in Section E4):**

**a) The contract will be administered by Human Services. However, the proposer awarded the contract will work with Human Services and any partnering funders to coordinate services among service providers, enhance service delivery, address issues that arise within the program.**

WCGC has a long history working in partnership with Pinellas County Human Services and other program funders. WCGC will work with PCHS and partnering funders to coordinate services, enhance service delivery, and address any program issues.

**b) The awarded proposer will attend programmatic and contractual meetings no less than monthly.**

WCGC will attend programmatic and contractual meetings as required and no less than monthly.

**c) Proposer should demonstrate quality assurance efforts which will support the efficiency and fidelity of the program.**

WCGC uses a Quality Assurance team to provide program oversight and ensure program services remain in compliance with all contract terms. All services will be provided in accordance with Chapter 65D-30, Florida Administrative Code (FAC) and all updates, the Code of Federal Regulation 42, Part 2, and the Health Insurance Portability and Accountability Act of 1996 (HIPPA), Standards for Privacy of Individually Identifiable Health Information.

Program progress will be monitored monthly and may be reported as requested or at intervals determined by the County. In the event of underperformance or other non-compliance, a written corrective action plan will be created. Corrective action plans may be provided to the County as requested or required. Program monitoring will consist of, but not be limited to, the following areas to determine compliance:

- Administration
- Facilities
- Staffing
- Operations
- Clinical Records
- Staff / Client Interviews

Any instances of non-compliance will be reported to the County upon discovery. WCGC has administered and provided services under drug court contracts for many years and has never had such an issue.

**Performance Requirements for All Groups (as described in Section E5):**

**a) Program Monitoring**

**Program Monitoring will occur at intervals as determined by the County. Program monitoring will determine program compliance or non-compliance, and will consist of (but not be limited to) reviews of the following program functions:**

- i. Administrative issues
- ii. Program facilities
- iii. Program staff
- iv. Program operation
- v. Clinical records review
- vi. Interviews with program staff/clients

**When issues of non-compliance are identified, the Proposer will be required to submit a written corrective action plan (CAP) to the County within a specified timeframe. Failure to correct deficiencies may result in a determination of breach of contract and termination of services.**

WCGC is aware of the program monitoring and will comply with any review of our program functions including administrative, facilities, staff, operations, clinical records and staff/client interviews. If an issue of non-compliance were to be identified, WCGC will provide a written corrective action plan to the County. WCGC has administered and provided services under drug court contracts for many years and has never had such an issue.

**b) Financial Consequences for Division Z- funded services ONLY as a State issued grant award for services:**

**The County may impose the following financial penalties on the Proposer if the Proposer does not meet the relevant performance standard, including:**

- i. Housing that does not meet the standards set by Rule 65D-30, Florida Statutes, will be considered a material breach of the obligation to provide residential treatment services. The County may refuse to pay any invoices for the residential treatment services that do not meet the standards until the breach is cured, cancel the contract with the Proposer and find a new provider, or both.**
- ii. If Proposer does not timely notify the Adult Drug Court of any of the events for which notice is required herein, the invoice reimbursement may be reduced by \$25.00 for each day notification is late.**
- iii. If Proposer fails to make a required Court appearance, the invoice reimbursement may be reduced by \$25.00 for each appearance missed.**
- iv. If client-related data and status information is not available in the required format, the invoice reimbursement may be reduced by \$25.00 for each day data is unavailable.**
- v. If Proposer does not timely provide a weekly report to the Court on treatment availability, the invoice reimbursement may be reduced by \$50.00 for each missed report.**
- vi. For Outpatient Drug Court Treatment Services: outpatient and medical services appointments not scheduled within seven (7) business days of the completion of the individual treatment plan may result in a reduction in the amount equal to \$25.00 for each Participant not scheduled from the invoice reimbursement.**
- vii. For Transitional Housing: each instance that a staff member cannot be reached within two (2) hours of a call may result in a \$25.00 assessment against the invoice reimbursement, up to a maximum of \$500.00 per day.**
- viii. For Transitional Housing: each day that Provider is late providing notification of termination or communication with Court staff regarding bed availability, \$25.00 may be deducted from the invoice reimbursement.**
- ix. For Mental Health/Substance Abuse Assessments: If any assessment reports are not submitted within three (3) weeks of referral or seven (7) days before the**

**next scheduled Court date, whichever is sooner, \$50.00 may be reduced from the invoice reimbursement.**

WCGC acknowledges the potential financial consequences for Division Z- funded services.

**EVALUATION CRITERIA:****5. Compensation**

The proposed compensation to be paid by the County for the services identified in the Statement of Work, including the methodology for determining the compensation.

Unless the method of compensating Proposer for the services is otherwise specified in Section B, paragraph 5, Proposer shall specify the cost as presented in Section F – Proposal Summary.

WCGC proposes the all-inclusive costs as presented in Section F – Proposal Summary. The agreed compensation will include all standard day-to-day administrative, overhead, and internal expenses as stated in Section B, paragraph 5 of the RFP.

**EVALUATION CRITERIA:****6. No Exceptions to RFP**

WCGC takes no exception to any language in this RFP package.

**c) Section B Proposal Submittal Copies**

WCGC will submit one PDF copy of the proposal through Pinellas ePRO.

**d) Section D Vendor References** (see Attachment) Page 48**e) Section E Proposal Submittal**

WCGC will submit one PDF copy of the proposal through Pinellas ePRO.

**f) Section F ePayables Form** (see Attachment) Page 49**g) Section F Fee Schedule, Proposal Summary** (see Attachment) Page 50**h) Section F W-9 Form** (see Attachment) Page 52**i) Section G Addendum Acknowledgement Form** - N/A, No additional Addendum posted as of 5/8/22**j) Section H Statement of No Submittal** – N/A**k) Appendix 1 E-Verify Affidavit** (see Attachment) Page 54**l) Agreement: Signed Sample Agreement** (see Attachment) Page 73**ADDITIONAL ATTACHMENTS AS REQUIRED**

1. HIPAA Business Associate Agreement - Page 83
2. Proof of Insurance - Page 94
3. Division of Corporations Registration (Sunbiz.org) - Page 96
4. Certificate of Status - Page 100
5. Articles of Incorporation - Page 101
6. DCF Licenses - Page 109

<b>SECTION D – VENDOR REFERENCES</b>
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<b>SECTION D – CONTRACTOR REFERENCES</b>
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THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: WestCare Gulfcoast Florida Inc

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: 21 years (since 2001)

BUSINESS ADDRESS: 8800 49th St N, Pinellas Park, FL 33782

HOW LONG IN PRESENT LOCATION: 21 years (services provided since 2001)

TELEPHONE NUMBER: 727-490-6767

FAX NUMBER: 727-683-9641

TOTAL NUMBER OF CURRENT EMPLOYEES: 130 FULL TIME 5 PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 12 FTEs

All references will be contacted by a County Designee via email, fax or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

Bidders must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services. EITHER LOCAL COMMERCIAL OR GOVERNMENTAL REFERENCE(S) (PINELLAS COUNTY GOVERNMENT REFERENCES WILL NOT BE ACCEPTED) THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1.	2.
COMPANY: Pinellas Ex-Offender Re-entry Coalition (PERC)	COMPANY: City of St. Petersbrg
ADDRESS: 12810 US Hwy 19 N, Ste 1, Clearwater, FL 33764	ADDRESS: 175 5th St N, St. Petersburg, FL 33701
TELEPHONE/FAX: 727-656-7989 / 727-600-8096	TELEPHONE/FAX: 727-893-7627
CONTACT: Michael Jalazo, Executive Director	CONTACT: Theresa Jones
CONTACT EMAIL: mjalazo@exoffender.org	CONTACT EMAIL: Theresa.Jones@stpete.org
COMPANY EMAIL ADDRESS: mjalazo@exoffender.org	COMPANY EMAIL ADDRESS: Theresa.Jones@stpete.org
3.	4.
COMPANY: Office of the Public Defender Florida 6th Judicial Circuit	COMPANY: Florida Department of Corrections
ADDRESS: 14250 49th St. N., Clearwater, FL 33762	ADDRESS: 2002 E. 26th Ave, Tampa, FL 33605
TELEPHONE/FAX: 727-464-6863 / 727-464-6900	TELEPHONE/FAX: 813-233-7277 / 813-241-8090
CONTACT: William Denton	CONTACT: Galen Lowery
CONTACT EMAIL: williamdenton@flpd6.gov	CONTACT EMAIL: galen.lowery@fdc.myflorida.com
COMPANY EMAIL ADDRESS: PD6@wearethehope.org	COMPANY EMAIL ADDRESS: tampa.cir@mail.dc.state.fl.us

**ELECTRONIC PAYMENT (EPAYABLES)**

**ELECTRONIC PAYMENT (EPAYABLES)**

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card through the ePayables system. See above.

Would your company accept to participate in the ePayables credit card program?

Yes        No  X  

For more information about ePayables credit card program please visit Purchasing Department website  
[www.pinellascounty.org/purchase/](http://www.pinellascounty.org/purchase/)

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Company Name

WestCare Gulfcoast Florida Inc

Signature



Printed Signature

Larry McArthur

Phone Number

727-490-6767

Email

Larry.McArthur@westcare.com

<b>SECTION F – PROPOSAL SUMMARY</b>
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## **SECTION F – PROPOSAL SUMMARY**

**Proposal Title: ADULT DRUG COURT TREATMENT – DIVISIONS N and Z**

**Proposal Number: 22-0371-P(LN)**

**Pricing is to be ALL INCLUSIVE of all requirements for services as specified in the Scope of Work, including, but not limited to:**

- Compensation for all standard day-to-day administration
- Reporting
- Court Appearances
- Communications with the County or Court
- Overhead and internal expenses, including:
  - administrative support
  - office supplies
  - consumables
  - other consulting services
  - special presentations
  - regular and certified postage
  - travel
  - computer/software usage
  - telephone charges
  - e-mails
  - electronic data transmission fees
  - standard copier usage
  - fax charges

GROUP	DESCRIPTION	UNIT COST	
1	Residential Drug Court Treatment Services	\$ 62.32	Per Bed Per Day
	Aftercare Counseling Sessions	\$ 15.00	Optional Services- Per Counseling Session
2	Outpatient Level II Services for Drug Court	\$ 30.00	Per counseling session with requisite drug screening and ALL-INCLUSIVE services
		\$ 20.00	Optional Services - Per post-treatment drug screen as ordered
3	Outpatient Level III Services for Drug Court	\$ 30.00	Per counseling session with requisite drug screening and ALL-INCLUSIVE services
		\$ 20.00	Optional Services - Per post-treatment drug screen as ordered
4	Substance Abuse / Mental Health Screening Assessments	\$ 58.10	Per Assessment
5	Transitional Housing	\$ 51.50	Per Bed Day

**OPTIONAL SERVICES WILL NOT BE USED IN COMPENSATION SCORING**

\*Referral level of clients may fluctuate.

Note: The referrals to different types of services may vary based on the needs of each client.

DELIVERY N/A DAYS AFTER RECEIPT OF ORDER

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 [www.flsenate.gov/Laws/Statutes/2011/607.1501](http://www.flsenate.gov/Laws/Statutes/2011/607.1501).

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit [dos.myflorida.com/sunbiz/](http://dos.myflorida.com/sunbiz/) for this information on how to become registered.

WestCare GulfCoast-Florida, Inc.

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**Company Name**

Form **W-9**(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service**Request for Taxpayer  
Identification Number and Certification**► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.Give Form to the  
requester. Do not  
send to the IRS.Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**WestCare Gulfcoast Florida, Inc**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► **Nonprofit corporation exempt under IRS Code Section 501c3**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

**PO Box 12019**

6 City, state, and ZIP code

**St. Petersburg, FL 33733-2019**

7 List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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or

Employer identification number

5	9				3	7	1	4	6	2	7		
---	---	--	--	--	---	---	---	---	---	---	---	--	--

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ► <i>Ronda Lieberman</i>	Date ► <i>3/15/22</i>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**SECTION G - ADDENDUM**

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS SOLICITATION BY SIGNING AND DATING BELOW:

ADDENDA NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED
N/A		

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) have been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in response being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding addenda issued is available on the Pinellas ePro website, [www.ebids.pinellas.gov/bso/](http://www.ebids.pinellas.gov/bso/), listed under the bid attachments.

## APPENDIX 1 – E-VERIFY AFFIDAVIT

**APPENDIX 1 – E-VERIFY AFFIDAVIT**

I hereby certify that WESTCARE GULFCOAST [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of WESTCARE GULFCOAST [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Signature: Print Name: Frank C. Rabbito, CEODate: 5/9/2022

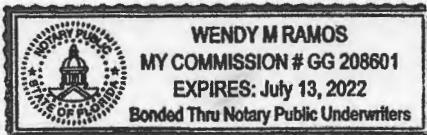
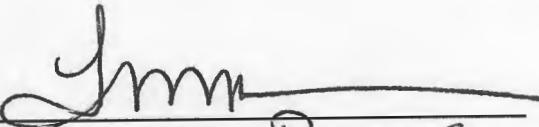
Federal Work Authorization User Identification No.: \_\_\_\_\_

Name of Pinellas County Contract and Contract No.: \_\_\_\_\_

STATE OF FLORIDA COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of 1) physical presence  or 2) online notarization  this 5/9/2022 (date) by FRANK RABBITO, CEO (name of officer or agent, title of officer or agent) of WESTCARE GULFCOAST (name of contractor company acknowledging), a FLORIDA (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

[Notary Seal]

Notary Public: Name typed, printed, or stamped: Wendy M. RamosMy Commission Expires: 7/13/2022

## My User Profile

# Maureen Ann Traci

## User Information

**User ID**

MTRA1993

**Email Address**

maureen-ann.traci@westcare.com

**Last Name**

Traci

**First Name**

Maureen Ann

**Middle Initial**

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**Phone Number**

(727) 560-4559

[Edit User Information](#)

## Password

**Password Expires**

June 16, 2022 (in 37 days)

[Change Password](#)

## Security Questions

**Question 1**

What is the name of the first school you attended?

**Question 2**

What is your father's middle name?

**Question 3**

What is your mother's maiden name?

[Change Security Questions](#)

[U.S. Department of Homeland Security](#)

[U.S. Citizenship and Immigration Services](#)

[Accessibility](#)

[Plug-ins](#)



Company ID Number: 40101

## **THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS**

### **ARTICLE I PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the WestCare (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### **ARTICLE II RESPONSIBILITIES**

#### **A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status.

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
  - a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

## ARTICLE III

### REFERRAL OF INDIVIDUALS TO SSA AND DHS

#### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## ARTICLE IV SERVICE PROVISIONS

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## ARTICLE V MODIFICATION AND TERMINATION

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**

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**Approved by:**

<b>Employer</b> WestCare	
Name (Please Type or Print)	Title
Signature Electronically Signed	Date 02/09/2007
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/09/2007

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### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name	WestCare
Company Facility Address	1711 Whitney Mesa Dr. Henderson, NV 89104
Company Alternate Address	
County or Parish	CLARK
Employer Identification Number	593714627
North American Industry Classification Systems Code	624
Parent Company	WestCare Foundation, Inc.
Number of Employees	1,000 to 2,499
Number of Sites Verified for	1

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**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

FLORIDA

1 site(s)

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**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name Susan A Rinaldi  
Phone Number (727) 490 - 6767  
Fax Number (727) 822 - 9316  
Email Address srinaldi@westcare.com



RFP # 22-0371-P

RFP Title: Adult Drug Court Treatment - Division N and Z

ATTACHMENT 2



**Company ID Number:** 40101

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**SERVICES AGREEMENT**

**THIS SERVICES AGREEMENT** (“Agreement”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and \_\_\_\_\_, \_\_\_\_\_ (“Contractor”) (individually, “Party,” collectively, “Parties”).

**WITNESSETH:**

**WHEREAS**, the County requested proposals pursuant to 22-0371-P(LN) (“RFP”) for Adult Drug Court Treatment – Division N and Z services; and

**WHEREAS**, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

**WHEREAS**, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

**1. Definitions.**

**A. “Agreement”** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

**B. “County Confidential Information”** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data or information referenced in HIPAA, and any other information designated in writing by the County as County Confidential Information.

**C. “Contractor Confidential Information”** means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

**D. “Contractor Personnel”** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

**E. “Services”** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A (“Statement of Work”) attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

**2. Conditions Precedent.** This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

**3. Services.**

**A. Services.** The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

**B. Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Director of the Human Services Department.

**C. Additional Services.** From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

**D. De-scoping of Services.** The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

**E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act.** Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

**F. Non-Exclusive Services.** This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

**G. Project Monitoring.** During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

**4. Term of Agreement.**

**A. Initial Term.** The term of this Agreement for Division N shall commence on the Effective Date; and shall remain in full force and for five (5) years, or until termination of the Agreement, whichever occurs first.

The term of this Agreement for Division Z shall commence on the Effective Date; and shall remain in full force through June 30, 2027.

**B. Term Extension.**

The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.A.

**5. Compensation and Method of Payment.**

**A. Services Fee.** As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 (“Services Fee”), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

**B.** The County agrees to pay the Contractor the not-to-exceed sum of \$\_\_\_\_\_, for Services completed and accepted as provided in Section 15 herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit\_C, payable upon submittal of an invoice as required herein.

**C. Travel Expenses.**

The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

**D. Taxes.** Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

**E. Payments.** Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to:

the designated person as set out in Section 19 herein;

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, “The Local Government Prompt Payment Act.” The County may dispute any payments invoiced by Contractor in accordance with the County’s Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County’s Dispute Resolution Process.

**6. Personnel.**

**A. E-Verify.** The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a Subcontractor, the Subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontract has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.

**B. Qualified Personnel.** Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

**C. Approval and Replacement of Personnel.** The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

## 7. Termination.

### A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. **Termination for Cause by the County.** In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

**B. County Default Provisions and Remedies of Contractor.**

1. **Events of Default.** Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. **Cure Provisions.** Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. **Termination for Cause by Contractor.** In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

**C. Termination for Convenience.** Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party’s cure period allowed in the Agreement.

**9. Confidential Information and Public Records.**

**A. County Confidential Information.** Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

**B. Contractor Confidential Information.** All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County’s staff and the County’s subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County’s obligations under this Section may be superseded by its obligations under any requirements of said laws.

**C. Public Records.** Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, [purchase@pinellascounty.org](mailto:purchase@pinellascounty.org), Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6<sup>th</sup> Floor, Clearwater, FL 33756.**

**10. Audit.** Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

**11. Compliance with Laws.**

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

**12. Digital Accessibility**

Supplier acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Supplier shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Supplier fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Supplier of non-compliance. Within 30 days of Supplier's receipt of a non-compliance notice ("Notice"), Supplier and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Supplier:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Supplier to section 14(b) of this Agreement, "Indemnification."

**13. Public Entities Crimes**

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

**14. Liability and Insurance.**

- A. Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit \_\_\_\_\_, attached hereto and incorporated herein by reference.
- B. Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.
- C. Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

**15. County's Funding.** The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

**16. Acceptance of Services.** For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Director of Human Services Department or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to *[Proposer]* \_\_\_\_\_. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

**17. Subcontracting/Assignment.**

**A. Subcontracting.** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

**B. Assignment.**

This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

**18. Survival.** The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

**19. Notices.** All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Ms. Abigail Stanton,  
Director of Contracts  
Human Services Department  
440 Court Street, 2<sup>nd</sup> Floor  
Clearwater, FL 33756

For Contractor:

Attn:

with a copy to:  
Ms. Merry Celeste  
Purchasing and Risk Management Division Director  
Pinellas County Purchasing Department  
400 South Fort Harrison Avenue  
Clearwater, FL 33756

**20. Conflict of Interest.**

- A.** The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions; and during the term of this Agreement.
- B.** The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

**21. Right to Ownership.** All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including reports and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

**22. Amendment.** This Agreement may be amended by mutual written agreement of the Parties hereto.

**23. Severability.** The terms and conditions of this 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.

**24. Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

**25. Waiver.** No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

**26. Due Authority.** Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

**27. No Third Party Beneficiary.** The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

**28. Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA  
By and through its  
Board of County Commissioners

By: Charlie Justice

ATTEST:  
Ken Burke,  
Clerk of the Circuit Court

By:

Deputy Clerk

Approved as to Form

By:

Office of the County Attorney

WestCare Gulfcoast Florida, Inc  
Name of Firm

By:

J. H.  
Signature

Larry Mc Arthur  
Print Name

VP of Operations  
Title

## HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement (hereinafter referred to as AGREEMENT) is entered into by and between Pinellas County, a political subdivision of the State of Florida (hereinafter referred to as COVERED ENTITY) and the business associate named on the signature page hereof (hereinafter referred to as BUSINESS ASSOCIATE) (each hereinafter referred to as PARTY and collectively hereinafter referred to as the PARTIES) on this 28 day of April, 2022.

**WHEREAS**, BUSINESS ASSOCIATE performs functions, activities, or services for, or on behalf of COVERED ENTITY, and BUSINESS ASSOCIATE receives, has access to or creates Health Information in order to perform such functions, activities or services; and

**WHEREAS**, COVERED ENTITY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated there under (hereinafter referred to as HIPAA), including but not limited to, the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information found at 45 Code of Federal Regulations Parts 160, 162 and 164; and

**WHEREAS**, HIPAA requires COVERED ENTITY to enter into a contract with BUSINESS ASSOCIATE to provide for the protection of the privacy and security of Health Information, and HIPAA prohibits the disclosure to or use of Health Information by BUSINESS ASSOCIATE if such a contract is not in place; and

**WHEREAS**, as a result of the requirements of the Health Information Technology for Economic and Clinical Health Act (hereinafter referred to as HITECH ACT), as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the U.S. Department of Health and Human Services (hereinafter referred to as SECRETARY), all as amended from time to time, the PARTIES agree to this AGREEMENT in order to document the PARTIES' obligations under the HITECH ACT.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the PARTIES agree as follows:

### ARTICLE I DEFINITIONS

1.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean

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1.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Pinellas County by and through its Department of Human Services.

1.3     “Disclose” and “Disclosure” shall mean, with respect to Health Information, the release, transfer, provision of access to, or divulging in any other manner of Health Information outside BUSINESS ASSOCIATE’s internal operations or to other than its employees.

1.4     “Health Information” shall mean information that: (a) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) is received by BUSINESS ASSOCIATE from or on behalf of COVERED ENTITY, or is created by BUSINESS ASSOCIATE, or is made accessible to BUSINESS ASSOCIATE by COVERED ENTITY.

1.5     “HIPAA Rules”. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.6     “Privacy Regulations” shall mean the Standards for Privacy of Covered Individually Identifiable Health Information, 45 Code of Federal Regulations Parts 160 and 164, promulgated under HIPAA.

1.7     “Services” shall mean the services provided by BUSINESS ASSOCIATE pursuant to the Underlying Agreement, or if no such agreement is in effect, the services BUSINESS ASSOCIATE performs with respect to the COVERED ENTITY.

1.8     “Underlying Agreement” shall mean the services agreement executed by the COVERED ENTITY and BUSINESS ASSOCIATE, if any.

1.9     “Use” or “Uses” shall mean, with respect to Health Information, the sharing, employment, application, utilization, examination or analysis of such Health Information within BUSINESS ASSOCIATE’s internal operations.

1.10    Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use, unless otherwise specifically defined or referred under this Agreement.

## **ARTICLE II**

### **OBLIGATIONS OF BUSINESS ASSOCIATE**

2.1     Initial Effective Date of Performance. The obligations created under this AGREEMENT shall become effective immediately upon execution of this AGREEMENT or the agreement to which it is appended.

2.2     Obligations and Activities of Business Associate. Business Associate agrees to:

- a. Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law.
- b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.
- c. Report to covered entity any unauthorized acquisition, access, use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware.
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- e. Make available protected health information in a designated record set to the COVERED ENTITY as necessary to satisfy covered entity's obligations under 45 CFR 164.524.
- f. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526.
- g. Maintain and make available the information required to provide an accounting of disclosures to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.528.
- h. To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s).
- i. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

2.3 Permitted Uses and Disclosures of Health Information. BUSINESS ASSOCIATE is authorized to:

- a. Use and Disclose Health Information as necessary to perform Services for, or on behalf of COVERED ENTITY.

b. Use Health Information to create aggregated or de-identified information consistent with the requirements of the Privacy Regulations.

c. Use or Disclose Health Information (including aggregated or de-identified information) as otherwise directed by COVERED ENTITY provided that COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose Health Information in a manner that would not be permissible if done by COVERED ENTITY.

d. To the extent required by the HITECH ACT, BUSINESS ASSOCIATE shall limit its use, disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended use, disclosure or request, respectively. Effective on the date the SECRETARY issues guidance on what constitutes "minimum necessary" for purposes of HIPAA, BUSINESS ASSOCIATE shall limit its use, disclosure or request of PHI to only the minimum necessary as set forth in such guidance.

e. BUSINESS ASSOCIATE shall not use Health Information for any other purpose that would violate Subpart E of 45 CFR Part 164, except that if necessary, BUSINESS ASSOCIATE may use Health Information for the proper management and administration of BUSINESS ASSOCIATE or to carry out its legal responsibilities; provided that any use or disclosure described herein will not violate the Privacy Regulations or Florida law if done by COVERED ENTITY. Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may disclose Health Information for the proper management and administration of the BUSINESS ASSOCIATE, provided that with respect to any such disclosure either: (a) the disclosure is required by law (within the meaning of the Privacy Regulations) or (b) the disclosure would not otherwise violate Florida law and BUSINESS ASSOCIATE obtains reasonable written assurances from the person to whom the information is to be disclosed that such person will hold the information in confidence and will not use or further disclose such information except as required by law or for the purpose(s) for which it was disclosed by BUSINESS ASSOCIATE to such person, and that such person will notify BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Compliance with Security Provisions. BUSINESS ASSOCIATE shall:

a. Implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312.

b. Implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316.

c. Be in compliance with all requirements of the HITECH ACT related to security and applicable as if BUSINESS ASSOCIATE were a covered entity, as such term is defined in HIPAA.

d. BUSINESS ASSOCIATE shall use its best efforts to implement and maintain technologies and methodologies that render PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH ACT.

**2.5 Compliance with Privacy Provisions.** BUSINESS ASSOCIATE shall only use and disclose PHI in compliance with each applicable requirement of 45 CFR § 164.504(e). BUSINESS ASSOCIATE shall comply with all requirements of the HITECH ACT related to privacy and applicable as if BUSINESS ASSOCIATE were a covered entity, as such term is defined in HIPAA.

**2.6 Mitigation.** BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of a use or disclosure of Health Information by BUSINESS ASSOCIATE in violation of the requirements of this AGREEMENT.

**2.7 Breach of Unsecured PHI.** The provisions of this Section are effective with respect to the discovery of a breach of unsecured PHI occurring on or after September 23, 2009.

a. With respect to any unauthorized acquisition, access, use or disclosure of COVERED ENTITY's PHI by BUSINESS ASSOCIATE, its agents or subcontractors, BUSINESS ASSOCIATE shall:

1) Investigate such unauthorized acquisition, access, use or disclosure;

2) Determine whether such unauthorized acquisition, access, use or disclosure constitutes a reportable breach under the HITECH ACT; and

3) Document and retain its findings under clauses 1) and 2) of this Section.

b. BUSINESS ASSOCIATE shall notify COVERED ENTITY of all suspected breaches within five (5) business days of discovery. If the BUSINESS ASSOCIATE discovers that a reportable breach has occurred, BUSINESS ASSOCIATE shall notify COVERED ENTITY of such reportable breach in writing within three (3) days of the date BUSINESS ASSOCIATE discovers and determines that such breach is reportable. BUSINESS ASSOCIATE shall notify COVERED ENTITY immediately upon discovering a reportable breach of more than 500 individuals.

c. BUSINESS ASSOCIATE shall be deemed to have discovered a breach as of the first day that breach is either known to BUSINESS ASSOCIATE or any of its employees, officers or agents, other than the person who committed the breach, or by

through exercise of reasonable diligence, should have been known to BUSINESS ASSOCIATE or any of its employees, officers or agents, other than the person who committed the breach.

d. To the extent the information is available to BUSINESS ASSOCIATE, it's written notice shall include the information required by 45 CFR §164.410.

e. BUSINESS ASSOCIATE shall promptly supplement the written report with additional information regarding the breach as it obtains such information.

f. BUSINESS ASSOCIATE shall cooperate with COVERED ENTITY in meeting the COVERED ENTITY's obligations under the HITECH ACT with respect to such breach. COVERED ENTITY shall have sole control over the timing and method of providing notification of such breach to the affected individual(s), the SECRETARY and, if applicable, the media, as required by the HITECH ACT.

g. BUSINESS ASSOCIATE shall reimburse COVERED ENTITY for its reasonable costs and expenses in providing the notification, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, and costs of mitigating the harm for affected individuals whose PHI has or may have been compromised as a result of the breach. In order to be reimbursed by BUSINESS ASSOCIATE, COVERED ENTITY must provide to BUSINESS ASSOCIATE a written accounting of COVERED ENTITY's actual costs and to the extent applicable, copies of receipts or bills with respect thereto.

2.8 Availability of Internal Practices, Books and Records. BUSINESS ASSOCIATE agrees to make its internal practices, books and records relating to the use and disclosure of Health Information available to the SECRETARY, for purposes of determining COVERED ENTITY's compliance with the Privacy Regulations.

2.9 Agreement to Restriction on Disclosure. If COVERED ENTITY is required to comply with a restriction on the disclosure of PHI pursuant to Section 13405 of the HITECH ACT, then COVERED ENTITY shall, to the extent needed to comply with such restriction, provide written notice to BUSINESS ASSOCIATE of the name of the individual requesting the restriction and the PHI affected thereby. BUSINESS ASSOCIATE shall, upon receipt of such notification, not disclose the identified PHI to any health plan for the purposes of carrying out payment or health care operations, except as otherwise required by law.

2.10 Accounting of Disclosures. Upon COVERED ENTITY's request, BUSINESS ASSOCIATE shall:

a. Provide to COVERED ENTITY an accounting of each disclosure of Health Information made by BUSINESS ASSOCIATE or its employees, agents, representatives or subcontractors as required by the Privacy Regulations. For each Disclosure that requires an accounting under this Section 2.10, BUSINESS ASSOCIATE

shall track the information required by the Privacy Regulations, and shall securely maintain the information for six (6) years from the date of the Disclosure.

b. If BUSINESS ASSOCIATE is deemed to use or maintain an Electronic Health Record on behalf of COVERED ENTITY, then BUSINESS ASSOCIATE shall maintain an accounting of any disclosures made through an Electronic Health Record for treatment, payment and health care operations, as applicable. Such accounting shall comply with the requirements of the HITECH ACT.

c. Upon request by COVERED ENTITY, BUSINESS ASSOCIATE shall provide such accounting to COVERED ENTITY in the time and manner specified by the HITECH ACT.

d. Where COVERED ENTITY responds to an individual's request for an accounting of disclosures made through an Electronic Health Record by providing the requesting individual with a list of all business associates acting on behalf of COVERED ENTITY; BUSINESS ASSOCIATE shall provide such accounting directly to the requesting individual in the time and manner specified by the HITECH ACT.

2.11 Use of Subcontractors and Agents. BUSINESS ASSOCIATE shall require each of its agents and subcontractors that receive Health Information from BUSINESS ASSOCIATE to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this AGREEMENT with respect to such Health Information.

2.12 Access to Electronic Health Records.

a. If BUSINESS ASSOCIATE is deemed to use or maintain an Electronic Health Record on behalf of COVERED ENTITY with respect to PHI, BUSINESS ASSOCIATE shall provide an individual with a copy of the information contained in such Electronic Health Record in an electronic format and, if the individual so chooses, transmit such copy directly to an entity or person designated by the individual upon request, to the extent an individual has the right to request a copy of the PHI maintained in such Electronic Health Record pursuant to 45 CFR § 164.524 and makes such a request to BUSINESS ASSOCIATE.

b. BUSINESS ASSOCIATE may charge a fee to the individual for providing a copy of such information, but such fee may not exceed BUSINESS ASSOCIATE's labor costs in responding to the request for the copy.

c. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI shall otherwise apply and BUSINESS ASSOCIATE shall comply therewith as if BUSINESS ASSOCIATE were the COVERED ENTITY.

d. At COVERED ENTITY's request, BUSINESS ASSOCIATE shall provide COVERED ENTITY with a copy of an individual's PHI maintained in an

Electronic Health Record in an electronic format in a time and manner designated by COVERED ENTITY in order for COVERED ENTITY to comply with 45 CFR § 164.524, as amended by the HITECH ACT.

**2.13 Limitations on Use of PHI for Marketing Purposes.**

a. BUSINESS ASSOCIATE shall not use or disclose PHI for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication:

- 1) Complies with the requirements the definition of marketing contained in 45 CFR § 164.501; and
- 2) Complies with the requirements of Subparagraphs a, b or c of Section 13406(a)(2) of the HITECH ACT.

b. COVERED ENTITY shall cooperate with BUSINESS ASSOCIATE to determine if the foregoing requirements are met with respect to any such marketing communication.

**ARTICLE III  
TERM AND TERMINATION**

**3.1 Term.** Subject to the provisions of Sections 3.2 and 3.3, the term of this AGREEMENT shall be the term of the Underlying Agreement.

**3.2 Termination of AGREEMENT.**

a. Upon becoming aware of a pattern of activity or practice of either PARTY that constitutes a material breach or violation of obligations under the AGREEMENT, the non-breaching PARTY shall immediately notify the PARTY in breach.

b. Notification shall be provided in writing and shall specify the nature of the breach.

c. With respect to such breach or violation, upon receiving notice of the violation the non-breaching PARTY shall:

- 1) Allow the breaching PARTY thirty (30) days to take reasonable steps to cure such breach or end such violation; and
- 2) Terminate this AGREEMENT, if cure is either not possible or unsuccessful; and
- 3) Report the breach or violation to the SECRETARY if such termination is not feasible.

d. Upon termination of this AGREEMENT for any reason, BUSINESS ASSOCIATE shall return or destroy all PHI consistent with Section 3.4 as follows:

1) BUSINESS ASSOCIATE shall destroy PHI in a manner that renders the PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH ACT and shall certify in writing to COVERED ENTITY that such PHI has been destroyed in compliance with such standards; or

2) Return of PHI shall be made in a mutually agreed upon format and timeframe and at no additional cost to BUSINESS ASSOCIATE.

e. Where return or destruction are not feasible, BUSINESS ASSOCIATE shall continue to extend the protections of the AGREEMENT to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible.

3.3 Termination for Breach. COVERED ENTITY may terminate the Underlying Agreement and this AGREEMENT upon thirty (30) days written notice in the event: (a) BUSINESS ASSOCIATE does not promptly enter into negotiations to amend this AGREEMENT when requested by COVERED ENTITY pursuant to Section 4.2 or (b) BUSINESS ASSOCIATE does not enter into an amendment to this AGREEMENT providing assurances regarding the safeguarding of Health Information that the COVERED ENTITY, deems sufficient to satisfy the standards and requirements of HIPAA and the HITECH ACT.

3.4 Disposition of Health Information Upon Termination or Expiration. Upon termination or expiration of this AGREEMENT, BUSINESS ASSOCIATE shall either return or destroy, in COVERED ENTITY's sole discretion and in accordance with any instructions by COVERED ENTITY, all Health Information in the possession or control of BUSINESS ASSOCIATE and its agents and subcontractors. In such event, BUSINESS ASSOCIATE shall retain no copies of such Health Information. If BUSINESS ASSOCIATE determines that neither return nor destruction of Health Information is feasible, BUSINESS ASSOCIATE shall notify COVERED ENTITY of the conditions that make return or destruction infeasible, and may retain Health Information provided that BUSINESS ASSOCIATE: (a) continues to comply with the provisions of this AGREEMENT for as long as it retains Health Information, and (b) further limits uses and disclosures of Health Information to those purposes that make the return or destruction of Health Information infeasible.

## ARTICLE IV MISCELLANEOUS

4.1 Indemnification. Notwithstanding anything to the contrary in the Underlying Agreement, BUSINESS ASSOCIATE agrees to indemnify, defend and hold harmless COVERED ENTITY and COVERED ENTITY's employees, directors, officers, subcontractors or agents against all damages, losses, lost profits, fines, penalties, costs or expenses (including

reasonable attorneys' fees) and all liability to third parties arising from any breach of this AGREEMENT by BUSINESS ASSOCIATE or its employees, directors, officers, subcontractors, agents or other members of BUSINESS ASSOCIATE's workforce. BUSINESS ASSOCIATE's obligation to indemnify shall survive the expiration or termination of this AGREEMENT.

4.2 Amendment to Comply with Law. The PARTIES acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this AGREEMENT may be required to provide for procedures to ensure compliance with such developments. The PARTIES specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH ACT and other applicable laws relating to the security or confidentiality of Health Information. The PARTIES understand and agree that COVERED ENTITY must receive satisfactory written assurance from BUSINESS ASSOCIATE that BUSINESS ASSOCIATE will adequately safeguard all Health Information that it receives or creates on behalf of COVERED ENTITY. Upon COVERED ENTITY's request, BUSINESS ASSOCIATE agrees to promptly enter into negotiations with COVERED ENTITY, concerning the terms of any amendment to this AGREEMENT embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH ACT or other applicable laws.

4.3 Modification of Agreement. No alteration, amendment, or modification of this AGREEMENT shall be valid or effective unless in writing and signed the PARTIES.

4.4 Non-Waiver. A failure of any PARTY to enforce at any time any term, provision or condition of this AGREEMENT, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein. Waiver of any term, provision or condition of this AGREEMENT shall not be valid unless in writing, signed by the waiving PARTY and only to the extent set forth in such writing.

4.5 Agreement Drafted By All Parties. This AGREEMENT is the result of arm's length negotiations between the PARTIES and shall be construed to have been drafted by all PARTIES such that any ambiguities in this AGREEMENT shall not be construed against either PARTY.

4.6 Severability. If any provision of this AGREEMENT is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

4.7 No Third Party Beneficiaries. There are no third party beneficiaries to this AGREEMENT.

4.8 Counterparts. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original and will become effective and binding upon the PARTIES as of the effective date at such time as all the signatories hereto have signed a counterpart of this AGREEMENT.

4.9 Notices. The PARTIES designate the following to accept notice on their behalf:

If to BUSINESS ASSOCIATE:

Frank Rabbitto, COO  
PO Box 12019  
St Petersburg, FL 33733-2019

If to COVERED ENTITY:

Abigail Stanton, HIPAA Privacy Officer  
440 Court Street, 2<sup>nd</sup> Floor  
Clearwater, FL 33756

4.10 Applicable Law and Venue. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. The PARTIES agree that all actions or proceedings arising in connection with this AGREEMENT shall be tried and litigated exclusively in the state or federal courts located in or nearest to Pinellas County, Florida.

4.11 Interpretation. This AGREEMENT shall be construed in a manner that will cause the PARTIES to comply with the requirements of HIPAA and the HITECH ACT.

**IN WITNESS WHEREOF**, each of the undersigned has caused this AGREEMENT to be duly executed in its name and on its behalf effective as of this 28 day of April, 2022.

**COVERED ENTITY:**

Pinellas County Human Services

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**BUSINESS ASSOCIATE:**

WestCare GulfCoast-Florida

By: Frank Rabbitto

Print Name: Frank Rabbitto

Print Title: COO

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

By: \_\_\_\_\_  
Assistant County Attorney

## CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # L077730  
AssuredPartners, Lake Mary  
300 Colonial Center Parkway, Suite 270  
Lake Mary, FL 32746

CONTACT	Deidre Williams
NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS: deedee.williams@assuredpartners.com	
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Allied World Surplus Lines Insurance Company	24319
INSURER B : Vantapro Specialty Insurance Company	44768
INSURER C : Berkshire Hathaway Homestate	20044
INSURER D :	
INSURER E :	
INSURER F :	

INSURED  
WestCare Gulfcoast Florida, Inc.  
PO Box 94738  
Las Vegas, NV 89193-4738

## COVERAGEs

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		X	5088087802	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 20,000 MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 OTHER: \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5091019302	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR X EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5090022302	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WEWC317351	3/1/2022	3/1/2023	X PER STATUTE \$ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liabili			5088087802	7/1/2021	7/1/2022	Aggregate \$ 3,000,000
A	Professional Liabili			5088087802	7/1/2021	7/1/2022	Occurrence \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Ref. # 96-64870; RE: Contract # 089-0588-P

WestCare GulfCoast Florida, Inc. is listed as additional insured as respects to general liability coverages listed above, as required by written contract, per CG2026 (04/13) & NPSSGL00004 (04/18)

SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

Pinellas County, A Political Subdivision of the State of Florida  
Ref. # 96-64870;  
400 S Fort Harrison Ave  
Clearwater, FL 33756

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Terry Corry*



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY <b>AssuredPartners, Lake Mary</b>	License # L077730	NAMED INSURED WestCare Gulfcoast Florida, Inc. PO Box 94738 Las Vegas, NV 89193-4738
POLICY NUMBER <b>SEE PAGE 1</b>		
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

#### Description of Operations/Locations/Vehicles:

Waiver of subrogation is in favor of the certificate holder for general liability Per NPSSGL00004 (04/18) as required by written contract, & worker's compensation insurance WC0003 (04/84).

Professional liability coverage is an occurrence form.

#### Additional Coverages / Policies:

Coverage: Workers Compensation Insurance

Carrier: Berkshire Hathaway Homestate Insurance Company

Effective: 02/26/2022 to 03/01/2022

Policy #WEWC316778

Limits: \$1,000,000 EL Each Accident

\$1,000,000 EL Disease Each Employee

\$1,000,000 EL Disease- Policy Limit

#### Coverage: Cyber Liability

INSURER AFFORDING COVERAGE: Houston Casualty Company

POLICY NUMBER: H21NGP210771-01 EFF DATE: 09/21/2021 EXP DATE: 09/21/2022

TYPE OF INSURANCE: LIMIT DESCRIPTION: LIMIT AMOUNT:

Network Security Liability	Per Claim:	\$5,000,000
	Aggregate:	\$5,000,000

#### Coverage: Abuse & Molestation

INSURER AFFORDING COVERAGE: Allied World Surplus Lines Insurance Company

POLICY NUMBER: 5088-0878-02 EFF DATE: 07/01/2021 EXP DATE: 07/01/2022

TYPE OF INSURANCE: LIMIT DESCRIPTION: LIMIT AMOUNT:

Abuse & Molestation	Per Occurrence	\$1,000,000
	Aggregate	\$3,000,000



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Not For Profit Corporation  
WESTCARE GULFCOAST - FLORIDA, INC.

### Filing Information

**Document Number** N01000001218  
**FEI/EIN Number** 59-3714627  
**Date Filed** 02/21/2001  
**State** FL  
**Status** ACTIVE  
**Last Event** CORPORATE MERGER  
**Event Date Filed** 11/18/2003  
**Event Effective Date** NONE

### Principal Address

8800 49th Street N  
#402  
Pinellas Park, FL 33782

Changed: 02/18/2019

### Mailing Address

PO BOX 94738  
LAS VEGAS, NV 89193-4738

Changed: 03/04/2011

### Registered Agent Name & Address

BUSINESS FILINGS INCORPORATED  
1200 South Pine Island Road  
Plantation, FL 33324

Name Changed: 11/10/2005

Address Changed: 06/10/2015

### Officer/Director Detail

#### **Name & Address**

Title President, CEO

Title Treasurer

ORTBALS, KEN  
PO BOX 94738  
LAS VEGAS, NV 89193-4738

Title Chairman

RAMSAY, RICHARD  
c/o MONROE COUNTY SHERIFF'S OFFICE  
5525 COLLEGE ROAD  
KEY WEST, FL 33040

Title Secretary

HANNA, JIM  
PO BOX 94738  
LAS VEGAS, NV 89193-4738

Title Director

WALSH, THOMAS J, II  
180 28TH AVENUE NORTH  
ST. PETERSBURG, FL 33704

Title Director

Wadhams, James L.  
Black & LoBello  
10777 West Twain Ave.  
Suite 300  
Las Vegas, NV 89135

Title VC

Hughes, Markus  
3251 70th Way North  
St. Petersburg, FL 33710

Title Director

Okada, Mary  
P.O. Box 3566  
Hagatna, OC 96932

Title Director

Title Director

Abadin, Ramon  
2333 Ponce De Leon Blvd.  
BAC Colonnade  
Suite 314  
Coral Gables, FL 33134

Title Director

Boazman, Derrick  
1860 Bond Drive  
Atlanta, GA 30315

#### Annual Reports

Report Year	Filed Date
2021	03/02/2021
2022	03/07/2022
2022	03/07/2022

#### Document Images

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RFP # 22-0371-P

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RFP Title: Adult Drug Court Treatment- Division N and Z

[04/10/2002 -- ANNUAL REPORT](#)

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[02/21/2001 -- Domestic Non-Profit](#)

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ATTACHMENT 2

Page 193 of 225

Florida Department of State, Division of Corporations

# *State of Florida*

## *Department of State*

I certify from the records of this office that WESTCARE GULFCOAST - FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on February 21, 2001.

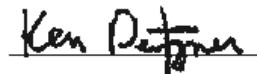
The document number of this corporation is N01000001218.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on March 7, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Seventh day of March, 2022*



  
*Ken Detmer*  
Secretary of State

Tracking Number: 8344261193CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



**FLORIDA DEPARTMENT OF STATE**  
**Katherine Harris**  
**Secretary of State**

February 21, 2001

**GIBBS & ASSOCIATES, P.A.**  
**KARA L. KINTD**  
**100 2ND AVE. SOUTH, SUITE 704-S**  
**ST. PETERSBURG, FL 33701**

The Articles of Incorporation for WESTCARE GULFCOAST - FLORIDA, INC. were filed on February 21, 2001 and assigned document number N01000001218. Please refer to this number whenever corresponding with this office regarding the above corporation.

**PLEASE NOTE: COMPLIANCE WITH THE FOLLOWING PROCEDURES IS ESSENTIAL TO MAINTAINING YOUR CORPORATE STATUS. FAILURE TO DO SO MAY RESULT IN DISSOLUTION OF YOUR CORPORATION.**

A CORPORATION ANNUAL REPORT/UNIFORM BUSINESS REPORT MUST BE FILED WITH THIS OFFICE BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR BEGINNING WITH THE CALENDAR YEAR FOLLOWING THE YEAR OF THE FILING DATE NOTED ABOVE AND EACH YEAR THEREAFTER. FAILURE TO FILE THE ANNUAL REPORT/UNIFORM BUSINESS REPORT ON TIME MAY RESULT IN ADMINISTRATIVE DISSOLUTION OF YOUR CORPORATION.

A FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER MUST BE SHOWN ON THE ANNUAL REPORT/UNIFORM BUSINESS REPORT FORM PRIOR TO ITS FILING WITH THIS OFFICE. CONTACT THE INTERNAL REVENUE SERVICE TO INSURE THAT YOU RECEIVE THE FEI NUMBER IN TIME TO FILE THE ANNUAL REPORT/UNIFORM BUSINESS REPORT. TO OBTAIN A FEI NUMBER, CONTACT THE IRS AT 1-800-829-3676 AND REQUEST FORM SS-4.

SHOULD YOUR CORPORATE MAILING ADDRESS CHANGE, YOU MUST NOTIFY THIS OFFICE IN WRITING, TO INSURE IMPORTANT MAILINGS SUCH AS THE ANNUAL REPORT/UNIFORM BUSINESS REPORT NOTICES REACH YOU.

Should you have any questions regarding corporations, please contact this office at the address given below.

**Wanda Cunningham, Document Specialist**  
**New Filing Section**

**Letter Number: 201A00010873**

*FILED  
01 FEB 21 PM 8:06  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA*

**ARTICLES OF INCORPORATION  
OF  
WestCare GulfCoast - Florida, Inc.**

**ARTICLE I**

The name of the corporation shall be WestCare GulfCoast - Florida, Inc. (hereinafter referred to as the "Corporation").

**ARTICLE II**

The principal office of said corporation is 341 3<sup>rd</sup> Street South in the City of St. Petersburg, Pinellas County, Florida. The mailing address of said corporation is 341 3<sup>rd</sup> Street South in the City of St. Petersburg, Pinellas County, Florida.

**ARTICLE III**

The Corporation is a nonprofit corporation, as defined in F.S. 617 and is solely organized for the public benefit. The primary purposes for which said Corporation is formed are a combination of general charitable and educational purposes including but not limited to, the following:

- a. To provide treatment and/or counseling for substance dependent persons, male and female, who voluntarily seek help. The aim is to offer the encouragement and resources of the community and the creative supervision necessary to support substance abusing persons in their effort to live in a reality bound and responsibility-oriented society.
- b. To provide the services of WestCare GulfCoast - Florida, Inc. to individuals who are currently dependent on drugs, alcohol or other deleterious substances as well as those with post dependency histories or

mental health issues who are returning to the community from treatment centers or correctional institutions.

- c. To stabilize such individuals, to help them develop realistic living plans, and to aid their re-entry into the community.
- d. To advance the corporate purposes without restriction as to race, creed, age, sex, color or national origin.
- e. To engage in any other lawful pursuit permitted under law for organizations, which are exempt from federal income taxation within the contemplation of Section 501(c)(3) of the Code.

Notwithstanding the statement of purposes or powers aforesaid, the Corporation shall not, except to any insubstantial degree, engage in any activities or exercise any powers that are not permitted to be carried on:

- a. By a Corporation exempt from federal income tax under section 501(c)(3) of the Code; or
- b. By a Corporation, contributions to which are deductible under Section 170(C)(2) of the Code.

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributed to, its trustees, officers, members, if any, employees or other private persons except that the Corporation shall be authorized and empowered to pay reasonable compensation to officers and employees for services rendered and to make payment and distributions in furtherance of the purposes of the Corporation.

No substantial part of the activities of the Corporation shall be carrying on propaganda or otherwise attempting to influence legislation, or participation,

intervening in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office.

#### ARTICLE IV

The Corporation is governed by the Board of Directors. The Board of Directors shall consist of not less than three (3) and not more than fifteen (15) Directors. Provided that the Corporation has at least three Directors, the number of Directors may at any time or times be increased or decreased as provided in the Bylaws. The term of each Director shall be not less than three years, except as provided in the Bylaws.

#### ARTICLE V

Notwithstanding any other provisions of these articles, this corporation shall not carry on any other activities not permitted to be carried on by corporations exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code. This corporation shall at all times operate as a non-profit making enterprise and no member shall derive any personal monetary gain from its activities or from its properties, funds or assets.

#### ARTICLE VI

This Corporation shall not issue capital stock but rather certificates of membership may be issued to each member upon such terms and qualifications as may be prescribed by the Bylaws and by the laws of the State of Florida.

#### ARTICLE VII

The Corporation shall have a perpetual term.

## ARTICLE VIII

A Director or Officer of the Corporation shall not be personally liable to this Corporation for damages for breach of fiduciary duty as a Director or Officer, but this Article shall not eliminate or limit the liability of a Director or Officer for acts or omissions which involve intentional misconduct, fraud or a knowing violation of the law, or the payment of distributions in violation of Florida Law. Any repeal or modification of this article by the Directors of the Corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Director or Officer of the Corporation for acts or omissions prior to such repeal or modification.

## ARTICLE IX

This property of this Corporation is hereby forever and irrevocably dedicated to charitable and educational purposes stated in Article III hereof, and no part of the net earning or assets of or to the benefit of any other private persons. Upon the dissolution or winding up of the Corporation, any such assets remaining after payment of, or provision for payment of all debts and liabilities of this Corporation, shall be distributed to WESTCARE FOUNDATION, INC., if then existing or if not then existing, to a nonprofit fund, foundation, or corporation, which is organized and operated for scientific, charitable, or educational purposes and which has, by reason of its scientific, charitable, or educational purposes, been granted tax-exempt status under Section 501(c)(3) of the Code, with the intention that such fund, foundation, or corporation shall have been established for the same or similar humanitarian objects or purposes for which this Corporation is established and that such humanitarian object and purposes be

furthered and perpetuated. This Corporation shall not participate in or intervene in any political campaign on behalf of any candidate for public office.

#### ARTICLE X

The Corporation's resident agent shall be Janette M. McCurley, Esquire who maintains a law office at 100 Second Avenue South, Suite 704, St. Petersburg, FL 33701.

#### ARTICLE XI

The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation by a vote of at least a majority of the voting power of the Board of Directors at a meeting called for that purpose.

#### ARTICLE XII

Every person who was or is a party to, or is threatened to be made a party to, or is involved in any action, suit proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he, or a person of whom he is the legal representative, is or was a Director, Officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a trustee, director, officer, employee or agent of another Corporation, or as its representative in partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under the laws of the State of Florida from time to time, against all expenses, liability and loss (including attorney fees, judgments, fines and amounts paid or paid in settlement) reasonably incurred or suffered by him in connection therewith. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such person. Such right of indemnification shall

not be exclusive of any other right which such trustees, officers or representative may have or hereafter acquire, and without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any bylaw, agreement, vote of members, provision of law, or otherwise, as well as their rights under this **ARTICLE XII**.

Without limiting the application of the foregoing, the Directors may adopt bylaws from time to time with respect to indemnification, to provide at all times the fullest indemnification permitted by the Laws of State Florida, and may cause the Corporation to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as trustee, director, officer, employee or agent of another Corporation, or its representative in partnership, joint venture, trust or other enterprises against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the Corporation would have the power to indemnify such person.

The indemnification provided in this **ARTICLE XII** shall continue as to a person who has ceased to be a trustee, director, officer, employee or agent, and shall inure to the benefits of the heirs, executors and administrators of such a person.

### **ARTICLE XIII**

The name and street address of the incorporator for these Articles of Incorporation is Janette M. McCurley, Esquire, 100 Second Avenue South, Suite 704, St. Petersburg, FL 33701.

The undersigned incorporator has executed these Article of Incorporation this 15 day of February, 2001.

Janette M. McCurley  
Janette M. McCurley, Esquire

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JANETTE M. MCCURLEY who produced \_\_\_\_\_ as identification/is known to me personally, and he/she acknowledged executing the foregoing instrument, freely and voluntarily.

15<sup>th</sup> WITNESS my hand and official seal in the County and State last aforesaid this day of February, 2001.



Mary K. Wagner  
NOTARY PUBLIC

ACCEPTANCE AND ACKNOWLEDGEMENT

I hereby accept to act as registered agent, and agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties and am familiar with and accept the obligations of Florida Statutes Section 617.023.

Janette M. McCurley  
Janette M. McCurley

**State of Florida**  
Department of Children and Families  
**CERTIFIES**

WestCare Gulfcoast-Florida, Inc.

is licensed in accordance with Chapter 397, Florida Statutes to provide substance abuse services for

**Outpatient Treatment**

located at:

Site: Dade City Outpatient 15000 Citrus Country Rd. Ste 105  
Dade City, FL 33525

Accredited By: CARF

License Type: Regular  
Signature Date: 4/15/2022  
Effective Date:

Site: Davis Bradley 1735 Dr. Martin Luther King Jr.  
Street South  
St. Petersburg, FL 33705

Accredited By: CARF

License Type: Regular  
Signature Date: 4/14/2023  
Effective Date:

Site: Pinellas County 8800 49th Street North Ste 403  
Outpatient  
Pinellas Park, FL 33782

Accredited By: CARF

License Type: Regular  
Signature Date: 7/14/2021  
Effective Date:

Site: Zephyrhills Outpatient 7068 Fort King Road  
Zephyrhills, FL 33541

Accredited By: CARF

License Type: Regular  
Signature Date: 7/16/2021  
Effective Date:

Site: Port Richey 6448 Ridge Road  
Outpatient  
New Port Richey, FL 34668

Accredited By: CARF

License Type: Regular  
Signature Date: 7/15/2022  
Effective Date:

ATTACHMENT 2

Site: Port Richey 6448 Ridge Road  
Outpatient  
New Port Richey, FL 34668

Accredited By: Commission on Accreditation of Rehabilitation Facilities (CARF)

License Type: Regular  
Signature Date: 7/14/2021  
Effective Date:

Site: Port Richey 6448 Ridge Road  
Outpatient  
New Port Richey, FL 34668

Accredited By: CARF

License Type: Regular  
Signature Date: 7/16/2021  
Effective Date:

Site: Port Richey 6448 Ridge Road  
Outpatient  
New Port Richey, FL 34668

Accredited By: CARF

License Type: Regular  
Signature Date: 7/15/2022  
Effective Date:

**This license was issued based, in part, on the survey report of a Department recognized accrediting organization.**

Accredited By Commission on Accreditation of Rehabilitation Facilities (CARF)

**The issuance of a license, certification, or recognition pursuant to Chapter 65D-30, F.A.C., neither guarantees, expresses, nor implies an outcome. A license, certification, or recognition represents attainment of the minimum standards to conduct business as**



# State of Florida

## Department of Children and Families

### CERTIFIES

WestCare Gulfcoast-Florida, Inc.

is licensed in accordance with Chapter 397, Florida Statutes to provide substance abuse services for

#### Outpatient Treatment

located at:

Site: Davis Bradley  
1735 Dr. Martin Luther King Jr.  
Street South  
St. Petersburg, FL 33705  
Accredited By: CARF  
Signature Date: 7/14/2021  
Effective Date: 7/16/2021  
Expiration Date: 7/15/2022

License Type: Regular

Site: Pinellas County  
Outpatient  
8800 49th Street North Ste 403  
Pinellas Park, FL 33782  
Accredited By: CARF  
Signature Date: 7/14/2021  
Effective Date: 7/16/2021  
Expiration Date: 7/15/2022

License Type: Regular

Site: Zephyrhills Outpatient  
7068 Fort King Road  
Zephyrhills, FL 33541  
Accredited By: CARF  
Signature Date: 7/14/2021  
Effective Date: 7/16/2021  
Expiration Date: 7/15/2022

License Type: Regular

Site: Port Richey  
Outpatient  
6448 Ridge Road  
New Port Richey, FL 34668  
Accredited By: CARF  
Signature Date: 7/14/2021  
Effective Date: 7/16/2021  
Expiration Date: 7/15/2022

License Type: Regular

ATTACHMENT 2

**This license was issued based, in part, on the survey report of a Department recognized accrediting organization.**

Accredited By Commission on Accreditation of Rehabilitation Facilities (CARF)

**The issuance of a license, certification, or recognition pursuant to Chapter 65D-30, F.A.C., neither guarantees, expresses, nor implies an outcome. A license, certification, or recognition represents attainment of the minimum standards to conduct business as a substance use disorder treatment or prevention provider in the state of Florida.**

# State of Florida

Department of Children and Families

## CERTIFIES

WestCare Gulfcoast-Florida, Inc.

is licensed in accordance with Chapter 397, Florida Statutes to provide substance abuse services for

### Residential Level 2

located at:

Site: Davis Bradley 1735 Dr. Martin Luther King Jr.

Street South

Accredited By: CARF St. Petersburg, FL 33705

Signature Date: 7/14/2021

Effective Date: 7/16/2021

Expiration Date: 7/15/2022

License Type: Regular

Bed Capacity: 266

Nekesha Nash

**This license was issued based, in part, on the survey report of a Department recognized accrediting organization.**

Accredited By Commission on Accreditation of Rehabilitation Facilities (CARF)

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# State of Florida

## Department of Children and Families

### CERTIFIES

#### WestCare Gulfcoast-Florida, Inc.

is licensed in accordance with Chapter 397, Florida Statutes to provide substance abuse services for

##### Aftercare

located at:

Site: Pinellas County  
Outpatient  
8800 49th Street North Ste 403  
Pinellas Park, FL 33782  
Signature Date: 7/14/2020  
Effective Date: 7/16/2021  
Expiration Date: 7/15/2022

Accredited By: CARF

License Type: Regular

Site: Zephyrhills Outpatient  
7068 Fort King Road  
Zephyrhills, FL 33541

Nekesha Nash

Accredited By: CARF

License Type: Regular

Site: Port Richey  
Outpatient  
6448 Ridge Road  
New Port Richey, FL 34668

Nekesha Nash

Accredited By: CARF

License Type: Regular

Site: Davis Bradley  
1735 Dr. Martin Luther King Jr.  
Street South  
St. Petersburg, FL 33705

Nekesha Nash

Accredited By: CARF

License Type: Regular

Signature Date: 7/14/2020  
Effective Date: 7/16/2021  
Expiration Date: 7/15/2022

ATTACHMENT 2

**This license was issued based, in part, on the survey report of a Department recognized accrediting organization.**

Accredited By Commission on Accreditation of Rehabilitation Facilities (CARF)

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**State of Florida**  
**Department of Children and Families**  
**CERTIFIES**  
**WestCare Gulfcoast-Florida, Inc.**

is licensed in accordance with Chapter 397, Florida Statutes to provide substance abuse services for

**Prevention Services Selective**

**located at:**

Site: Davis Bradley 1735 Dr. Martin Luther King Jr.

Street South

St. Petersburg, FL 33705

Signature Date: 7/14/2021

Accredited By: CARF

Effective Date: 7/16/2021

License Type: Regular

Nekesha Nash

Expiration Date: 7/15/2022

Nekesha Nash

**This license was issued based, in part, on the survey report of a Department recognized accrediting organization.**

Accredited By Commission on Accreditation of Rehabilitation Facilities (CARF)

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DEPARTMENT OF  
CHILDREN AND FAMILIES  
**State of Florida**  
Department of Children and Families  
**CERTIFIES**

WestCare Gulfcoast-Florida, Inc.

is licensed in accordance with Chapter 397, Florida Statutes to provide substance abuse services for

Case Management

located at:

1801 Fifth Avenue North  
St. Petersburg, FL 33713

Site: Turning Point

Accredited By: CARF

Signature Date: 7/14/2021

Effective Date: 7/16/2021

Expiration Date: 7/15/2022

Nekesha Nash

License Type: Regular

**This license was issued based, in part, on the survey report of a Department recognized accrediting organization.**

Accredited By Commission on Accreditation of Rehabilitation Facilities (CARF)

**The issuance of a license, certification, or recognition pursuant to Chapter 65D-30, F.A.C., neither guarantees, expresses, nor implies an outcome. A license, certification, or recognition represents attainment of the minimum standards to conduct business as a substance use disorder treatment or prevention provider in the state of Florida.**

**State of Florida**  
Department of Children and Families  
**CERTIFIES**  
WestCare Gulfcoast-Florida, Inc.

**is licensed in accordance with Chapter 397, Florida Statutes to provide substance abuse services for**

## General Intervention

**located at:**

Site: Turning Point 1801 Fifth Avenue North  
St. Petersburg, FL 33713

Accredited By: CARF

License Type: Regular

Signature Date: 7/14/2021

Effective Date: 7/16/2021

Expiration Date: 7/15/2022

**This license was issued based, in part, on the survey report of a Department recognized accrediting organization.**

Accredited By Commission on Accreditation of Rehabilitation Facilities (CARF)

The issuance of a license, certification, or recognition pursuant to Chapter 65D-30, F.A.C., neither guarantees, expresses, nor implies an outcome. A license, certification, or recognition represents attainment of the minimum standards to conduct business as a substance use disorder treatment or prevention provider in the state of Florida.

## Agreement Modification Request

For budget reallocation or minor agreement language modifications.

<b>Authorized Official:</b>	<b>Date of Request:</b>
<b>Agency Name:</b>	<b>Effective Date:</b>
<b>Program Name:</b>	<b>Modification Number:</b>

**A. REQUESTED MODIFICATION:** Why is this change needed and what will be impacted by this change (staff, supplies, operations)? Please reference appropriate agreement section.

**B. BUDGET MODIFICATION:** Use chart as applicable and complete the Revised Annual Budget Form documenting the new revised budget.

<b>Agency Authorized Signature:</b>		<b>Date:</b>
<b>Name &amp; Title:</b>		

<b>PINELLAS COUNTY HUMAN SERVICES – OFFICE USE ONLY</b>		
<b>PROJECT MANAGER</b> certifies this modification is line with the Contract Scope and Budget:	n/a no additional project manager	Date
Approval <b>GRANT/CONTACT MANAGER</b>		Date
Approval <b>CONTRACTS DIVISION DIRECTOR</b>		Date
Approval <b>HUMAN SERVICES DEPARTMENT DIRECTOR</b>		Date

## HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement (hereinafter referred to as AGREEMENT) is entered into by and between Pinellas County, a political subdivision of the State of Florida (hereinafter referred to as COVERED ENTITY) and the business associate named on the signature page hereof (hereinafter referred to as BUSINESS ASSOCIATE) (each hereinafter referred to as PARTY and collectively hereinafter referred to as the PARTIES) on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**WHEREAS**, BUSINESS ASSOCIATE performs functions, activities, or services for, or on behalf of COVERED ENTITY, and BUSINESS ASSOCIATE receives, has access to or creates Health Information in order to perform such functions, activities or services; and

**WHEREAS**, COVERED ENTITY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated there under (hereinafter referred to as HIPAA), including but not limited to, the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information found at 45 Code of Federal Regulations Parts 160, 162 and 164; and

**WHEREAS**, HIPAA requires COVERED ENTITY to enter into a contract with BUSINESS ASSOCIATE to provide for the protection of the privacy and security of Health Information, and HIPAA prohibits the disclosure to or use of Health Information by BUSINESS ASSOCIATE if such a contract is not in place; and

**WHEREAS**, as a result of the requirements of the Health Information Technology for Economic and Clinical Health Act (hereinafter referred to as HITECH ACT), as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the U.S. Department of Health and Human Services (hereinafter referred to as SECRETARY), all as amended from time to time, the PARTIES agree to this AGREEMENT in order to document the PARTIES' obligations under the HITECH ACT.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the PARTIES agree as follows:

### ARTICLE I DEFINITIONS

1.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean \_\_\_\_\_.

1.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Pinellas County by and through its Department of Human Services.

1.3    "Disclose" and "Disclosure" shall mean, with respect to Health Information, the release, transfer, provision of access to, or divulging in any other manner of Health Information outside BUSINESS ASSOCIATE's internal operations or to other than its employees.

1.4    "Health Information" shall mean information that: (a) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) is received by BUSINESS ASSOCIATE from or on behalf of COVERED ENTITY, or is created by BUSINESS ASSOCIATE, or is made accessible to BUSINESS ASSOCIATE by COVERED ENTITY.

1.5    "HIPAA Rules". "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.6    "Privacy Regulations" shall mean the Standards for Privacy of Covered Individually Identifiable Health Information, 45 Code of Federal Regulations Parts 160 and 164, promulgated under HIPAA.

1.7    "Services" shall mean the services provided by BUSINESS ASSOCIATE pursuant to the Underlying Agreement, or if no such agreement is in effect, the services BUSINESS ASSOCIATE performs with respect to the COVERED ENTITY.

1.8    "Underlying Agreement" shall mean the services agreement executed by the COVERED ENTITY and BUSINESS ASSOCIATE, if any.

1.9    "Use" or "Uses" shall mean, with respect to Health Information, the sharing, employment, application, utilization, examination or analysis of such Health Information within BUSINESS ASSOCIATE's internal operations.

1.10    Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use, unless otherwise specifically defined or referred under this Agreement.

## **ARTICLE II**

### **OBLIGATIONS OF BUSINESS ASSOCIATE**

2.1    Initial Effective Date of Performance. The obligations created under this AGREEMENT shall become effective immediately upon execution of this AGREEMENT or the agreement to which it is appended.

2.2    Obligations and Activities of Business Associate. Business Associate agrees to:

- a. Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law.
- b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.
- c. Report to covered entity any unauthorized acquisition, access, use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware.
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- e. Make available protected health information in a designated record set to the COVERED ENTITY as necessary to satisfy covered entity's obligations under 45 CFR 164.524.
- f. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526.
- g. Maintain and make available the information required to provide an accounting of disclosures to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.528.
- h. To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s).
- i. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

2.3 Permitted Uses and Disclosures of Health Information. BUSINESS ASSOCIATE is authorized to:

- a. Use and Disclose Health Information as necessary to perform Services for, or on behalf of COVERED ENTITY.

b. Use Health Information to create aggregated or de-identified information consistent with the requirements of the Privacy Regulations.

c. Use or Disclose Health Information (including aggregated or de-identified information) as otherwise directed by COVERED ENTITY provided that COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose Health Information in a manner that would not be permissible if done by COVERED ENTITY.

d. To the extent required by the HITECH ACT, BUSINESS ASSOCIATE shall limit its use, disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended use, disclosure or request, respectively. Effective on the date the SECRETARY issues guidance on what constitutes "minimum necessary" for purposes of HIPAA, BUSINESS ASSOCIATE shall limit its use, disclosure or request of PHI to only the minimum necessary as set forth in such guidance.

e. BUSINESS ASSOCIATE shall not use Health Information for any other purpose that would violate Subpart E of 45 CFR Part 164, except that if necessary, BUSINESS ASSOCIATE may use Health Information for the proper management and administration of BUSINESS ASSOCIATE or to carry out its legal responsibilities; provided that any use or disclosure described herein will not violate the Privacy Regulations or Florida law if done by COVERED ENTITY. Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may disclose Health Information for the proper management and administration of the BUSINESS ASSOCIATE, provided that with respect to any such disclosure either: (a) the disclosure is required by law (within the meaning of the Privacy Regulations) or (b) the disclosure would not otherwise violate Florida law and BUSINESS ASSOCIATE obtains reasonable written assurances from the person to whom the information is to be disclosed that such person will hold the information in confidence and will not use or further disclose such information except as required by law or for the purpose(s) for which it was disclosed by BUSINESS ASSOCIATE to such person, and that such person will notify BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

**2.4 Compliance with Security Provisions. BUSINESS ASSOCIATE shall:**

a. Implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312.

b. Implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316.

c. Be in compliance with all requirements of the HITECH ACT related to security and applicable as if BUSINESS ASSOCIATE were a covered entity, as such term is defined in HIPAA.

d. BUSINESS ASSOCIATE shall use its best efforts to implement and maintain technologies and methodologies that render PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH ACT.

**2.5 Compliance with Privacy Provisions.** BUSINESS ASSOCIATE shall only use and disclose PHI in compliance with each applicable requirement of 45 CFR § 164.504(e). BUSINESS ASSOCIATE shall comply with all requirements of the HITECH ACT related to privacy and applicable as if BUSINESS ASSOCIATE were a covered entity, as such term is defined in HIPAA.

**2.6 Mitigation.** BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of a use or disclosure of Health Information by BUSINESS ASSOCIATE in violation of the requirements of this AGREEMENT.

**2.7 Breach of Unsecured PHI.** The provisions of this Section are effective with respect to the discovery of a breach of unsecured PHI occurring on or after September 23, 2009.

a. With respect to any unauthorized acquisition, access, use or disclosure of COVERED ENTITY's PHI by BUSINESS ASSOCIATE, its agents or subcontractors, BUSINESS ASSOCIATE shall:

1) Investigate such unauthorized acquisition, access, use or disclosure;

2) Determine whether such unauthorized acquisition, access, use or disclosure constitutes a reportable breach under the HITECH ACT; and

3) Document and retain its findings under clauses 1) and 2) of this Section.

b. BUSINESS ASSOCIATE shall notify COVERED ENTITY of all suspected breaches within five (5) business days of discovery. If the BUSINESS ASSOCIATE discovers that a reportable breach has occurred, BUSINESS ASSOCIATE shall notify COVERED ENTITY of such reportable breach in writing within three (3) days of the date BUSINESS ASSOCIATE discovers and determines that such breach is reportable. BUSINESS ASSOCIATE shall notify COVERED ENTITY immediately upon discovering a reportable breach of more than 500 individuals.

c. BUSINESS ASSOCIATE shall be deemed to have discovered a breach as of the first day that breach is either known to BUSINESS ASSOCIATE or any of its employees, officers or agents, other than the person who committed the breach, or by

through exercise of reasonable diligence, should have been known to BUSINESS ASSOCIATE or any of its employees, officers or agents, other than the person who committed the breach.

d. To the extent the information is available to BUSINESS ASSOCIATE, it's written notice shall include the information required by 45 CFR §164.410.

e. BUSINESS ASSOCIATE shall promptly supplement the written report with additional information regarding the breach as it obtains such information.

f. BUSINESS ASSOCIATE shall cooperate with COVERED ENTITY in meeting the COVERED ENTITY's obligations under the HITECH ACT with respect to such breach. COVERED ENTITY shall have sole control over the timing and method of providing notification of such breach to the affected individual(s), the SECRETARY and, if applicable, the media, as required by the HITECH ACT.

g. BUSINESS ASSOCIATE shall reimburse COVERED ENTITY for its reasonable costs and expenses in providing the notification, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, and costs of mitigating the harm for affected individuals whose PHI has or may have been compromised as a result of the breach. In order to be reimbursed by BUSINESS ASSOCIATE, COVERED ENTITY must provide to BUSINESS ASSOCIATE a written accounting of COVERED ENTITY's actual costs and to the extent applicable, copies of receipts or bills with respect thereto.

**2.8 Availability of Internal Practices, Books and Records.** BUSINESS ASSOCIATE agrees to make its internal practices, books and records relating to the use and disclosure of Health Information available to the SECRETARY, for purposes of determining COVERED ENTITY's compliance with the Privacy Regulations.

**2.9 Agreement to Restriction on Disclosure.** If COVERED ENTITY is required to comply with a restriction on the disclosure of PHI pursuant to Section 13405 of the HITECH ACT, then COVERED ENTITY shall, to the extent needed to comply with such restriction, provide written notice to BUSINESS ASSOCIATE of the name of the individual requesting the restriction and the PHI affected thereby. BUSINESS ASSOCIATE shall, upon receipt of such notification, not disclose the identified PHI to any health plan for the purposes of carrying out payment or health care operations, except as otherwise required by law.

**2.10 Accounting of Disclosures.** Upon COVERED ENTITY's request, BUSINESS ASSOCIATE shall:

a. Provide to COVERED ENTITY an accounting of each disclosure of Health Information made by BUSINESS ASSOCIATE or its employees, agents, representatives or subcontractors as required by the Privacy Regulations. For each Disclosure that requires an accounting under this Section 2.10, BUSINESS ASSOCIATE

shall track the information required by the Privacy Regulations, and shall securely maintain the information for six (6) years from the date of the Disclosure.

b. If BUSINESS ASSOCIATE is deemed to use or maintain an Electronic Health Record on behalf of COVERED ENTITY, then BUSINESS ASSOCIATE shall maintain an accounting of any disclosures made through an Electronic Health Record for treatment, payment and health care operations, as applicable. Such accounting shall comply with the requirements of the HITECH ACT.

c. Upon request by COVERED ENTITY, BUSINESS ASSOCIATE shall provide such accounting to COVERED ENTITY in the time and manner specified by the HITECH ACT.

d. Where COVERED ENTITY responds to an individual's request for an accounting of disclosures made through an Electronic Health Record by providing the requesting individual with a list of all business associates acting on behalf of COVERED ENTITY; BUSINESS ASSOCIATE shall provide such accounting directly to the requesting individual in the time and manner specified by the HITECH ACT.

2.11 Use of Subcontractors and Agents. BUSINESS ASSOCIATE shall require each of its agents and subcontractors that receive Health Information from BUSINESS ASSOCIATE to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this AGREEMENT with respect to such Health Information.

2.12 Access to Electronic Health Records.

a. If BUSINESS ASSOCIATE is deemed to use or maintain an Electronic Health Record on behalf of COVERED ENTITY with respect to PHI, BUSINESS ASSOCIATE shall provide an individual with a copy of the information contained in such Electronic Health Record in an electronic format and, if the individual so chooses, transmit such copy directly to an entity or person designated by the individual upon request, to the extent an individual has the right to request a copy of the PHI maintained in such Electronic Health Record pursuant to 45 CFR § 164.524 and makes such a request to BUSINESS ASSOCIATE.

b. BUSINESS ASSOCIATE may charge a fee to the individual for providing a copy of such information, but such fee may not exceed BUSINESS ASSOCIATE's labor costs in responding to the request for the copy.

c. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI shall otherwise apply and BUSINESS ASSOCIATE shall comply therewith as if BUSINESS ASSOCIATE were the COVERED ENTITY.

d. At COVERED ENTITY's request, BUSINESS ASSOCIATE shall provide COVERED ENTITY with a copy of an individual's PHI maintained in an

Electronic Health Record in an electronic format in a time and manner designated by COVERED ENTITY in order for COVERED ENTITY to comply with 45 CFR § 164.524, as amended by the HITECH ACT.

**2.13 Limitations on Use of PHI for Marketing Purposes.**

a. BUSINESS ASSOCIATE shall not use or disclose PHI for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication:

- 1) Complies with the requirements the definition of marketing contained in 45 CFR § 164.501; and
- 2) Complies with the requirements of Subparagraphs a, b or c of Section 13406(a)(2) of the HITECH ACT.

b. COVERED ENTITY shall cooperate with BUSINESS ASSOCIATE to determine if the foregoing requirements are met with respect to any such marketing communication.

**ARTICLE III  
TERM AND TERMINATION**

**3.1 Term.** Subject to the provisions of Sections 3.2 and 3.3, the term of this AGREEMENT shall be the term of the Underlying Agreement.

**3.2 Termination of AGREEMENT.**

a. Upon becoming aware of a pattern of activity or practice of either PARTY that constitutes a material breach or violation of obligations under the AGREEMENT, the non-breaching PARTY shall immediately notify the PARTY in breach.

b. Notification shall be provided in writing and shall specify the nature of the breach.

c. With respect to such breach or violation, upon receiving notice of the violation the non-breaching PARTY shall:

- 1) Allow the breaching PARTY thirty (30) days to take reasonable steps to cure such breach or end such violation; and
- 2) Terminate this AGREEMENT, if cure is either not possible or unsuccessful; and
- 3) Report the breach or violation to the SECRETARY if such termination is not feasible.

d. Upon termination of this AGREEMENT for any reason, BUSINESS ASSOCIATE shall return or destroy all PHI consistent with Section 3.4 as follows:

1) BUSINESS ASSOCIATE shall destroy PHI in a manner that renders the PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH ACT and shall certify in writing to COVERED ENTITY that such PHI has been destroyed in compliance with such standards; or

2) Return of PHI shall be made in a mutually agreed upon format and timeframe and at no additional cost to BUSINESS ASSOCIATE.

e. Where return or destruction are not feasible, BUSINESS ASSOCIATE shall continue to extend the protections of the AGREEMENT to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible.

3.3 Termination for Breach. COVERED ENTITY may terminate the Underlying Agreement and this AGREEMENT upon thirty (30) days written notice in the event: (a) BUSINESS ASSOCIATE does not promptly enter into negotiations to amend this AGREEMENT when requested by COVERED ENTITY pursuant to Section 4.2 or (b) BUSINESS ASSOCIATE does not enter into an amendment to this AGREEMENT providing assurances regarding the safeguarding of Health Information that the COVERED ENTITY, deems sufficient to satisfy the standards and requirements of HIPAA and the HITECH ACT.

3.4 Disposition of Health Information Upon Termination or Expiration. Upon termination or expiration of this AGREEMENT, BUSINESS ASSOCIATE shall either return or destroy, in COVERED ENTITY's sole discretion and in accordance with any instructions by COVERED ENTITY, all Health Information in the possession or control of BUSINESS ASSOCIATE and its agents and subcontractors. In such event, BUSINESS ASSOCIATE shall retain no copies of such Health Information. If BUSINESS ASSOCIATE determines that neither return nor destruction of Health Information is feasible, BUSINESS ASSOCIATE shall notify COVERED ENTITY of the conditions that make return or destruction infeasible, and may retain Health Information provided that BUSINESS ASSOCIATE: (a) continues to comply with the provisions of this AGREEMENT for as long as it retains Health Information, and (b) further limits uses and disclosures of Health Information to those purposes that make the return or destruction of Health Information infeasible.

## ARTICLE IV MISCELLANEOUS

4.1 Indemnification. Notwithstanding anything to the contrary in the Underlying Agreement, BUSINESS ASSOCIATE agrees to indemnify, defend and hold harmless COVERED ENTITY and COVERED ENTITY's employees, directors, officers, subcontractors or agents against all damages, losses, lost profits, fines, penalties, costs or expenses (including

reasonable attorneys' fees) and all liability to third parties arising from any breach of this AGREEMENT by BUSINESS ASSOCIATE or its employees, directors, officers, subcontractors, agents or other members of BUSINESS ASSOCIATE's workforce. BUSINESS ASSOCIATE's obligation to indemnify shall survive the expiration or termination of this AGREEMENT.

4.2 Amendment to Comply with Law. The PARTIES acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this AGREEMENT may be required to provide for procedures to ensure compliance with such developments. The PARTIES specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH ACT and other applicable laws relating to the security or confidentiality of Health Information. The PARTIES understand and agree that COVERED ENTITY must receive satisfactory written assurance from BUSINESS ASSOCIATE that BUSINESS ASSOCIATE will adequately safeguard all Health Information that it receives or creates on behalf of COVERED ENTITY. Upon COVERED ENTITY's request, BUSINESS ASSOCIATE agrees to promptly enter into negotiations with COVERED ENTITY, concerning the terms of any amendment to this AGREEMENT embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH ACT or other applicable laws.

4.3 Modification of Agreement. No alteration, amendment, or modification of this AGREEMENT shall be valid or effective unless in writing and signed the PARTIES.

4.4 Non-Waiver. A failure of any PARTY to enforce at any time any term, provision or condition of this AGREEMENT, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein. Waiver of any term, provision or condition of this AGREEMENT shall not be valid unless in writing, signed by the waiving PARTY and only to the extent set forth in such writing.

4.5 Agreement Drafted By All Parties. This AGREEMENT is the result of arm's length negotiations between the PARTIES and shall be construed to have been drafted by all PARTIES such that any ambiguities in this AGREEMENT shall not be construed against either PARTY.

4.6 Severability. If any provision of this AGREEMENT is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

4.7 No Third Party Beneficiaries. There are no third party beneficiaries to this AGREEMENT.

4.8 Counterparts. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original and will become effective and binding upon the PARTIES as of the effective date at such time as all the signatories hereto have signed a counterpart of this AGREEMENT.

4.9 Notices. The PARTIES designate the following to accept notice on their behalf:

If to BUSINESS ASSOCIATE:

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If to COVERED ENTITY:

Abigail Stanton, HIPAA Privacy Officer  
440 Court Street, 2<sup>nd</sup> Floor  
Clearwater, FL 33756

4.10 Applicable Law and Venue. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. The PARTIES agree that all actions or proceedings arising in connection with this AGREEMENT shall be tried and litigated exclusively in the state or federal courts located in or nearest to Pinellas County, Florida.

4.11 Interpretation. This AGREEMENT shall be construed in a manner that will cause the PARTIES to comply with the requirements of HIPAA and the HITECH ACT.

**IN WITNESS WHEREOF**, each of the undersigned has caused this AGREEMENT to be duly executed in its name and on its behalf effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**COVERED ENTITY:**

Pinellas County Human Services

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**BUSINESS ASSOCIATE:**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

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

By: \_\_\_\_\_  
Assistant County Attorney

Data Sharing Agreement

WHEREAS, homelessness, substance abuse, mental health services, and human services are issues which cross many systems; and

WHEREAS, Pinellas County is interested in including program and service related information in the Pinellas County Data Collaborative (hereinafter referred to as ("Data Collaborative"), to better understand cross-system involvement; and

WHEREAS, organizations within Pinellas County are interested in understanding the extent that client populations move within systems to better serve the population needs; and

WHEREAS, the County is a member of the Data Collaborative; and

WHEREAS, the Data Collaborative has the ability to receive and analyze data in a secure manner to provide valuable system information.

NOW, THEREFORE in consideration of the following agreements, the parties do hereby covenant and agree to the following:

1. The Agency will provide program information to include operational, fiscal, client service, and other program information in electronic format to the County for the sole purpose of research and policy development. This information will be provided quarterly or on an as needed basis as defined by the County.
2. This information will be crossed through the Data Collaborative with systems containing state and local information about involvement in criminal justice, human services, mental health, substance abuse, EMS and other systems as available for the sole purpose of understanding cross-system involvement for policy and planning.
3. The County will assure that the information used by the Data Collaborative will not be released, shared, or transferred in an identifiable manner to any organization and will be stored in a HIPAA compliant location.
4. The County will assure that confidential nature of any and all information with respect to any records and reports created or disseminated is maintained. The Parties also agree that the information will be used only for the purpose for which it was provided.
5. Modification of this agreement shall be made only by the consent of both Parties and shall include a written document setting forth the modifications and signed by both Parties. This agreement may be terminated with 30 days written notice to the other party.
6. The Parties shall assist in the investigation of injury or damages for or against either party pertaining to their respective areas of responsibility or activities under this contract and shall contact the other party regarding the legal actions deemed appropriate to remedy such damage or claims.