

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

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

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

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

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

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

Now therefore the Parties do agree as follows:

**I. THE CONTRACTOR AGREES:**

**A. Contract Document**

1. To contract with service providers to provide licensed substance abuse treatment, drug testing, and ancillary services for adult offenders who are deemed eligible for the Drug Court Expansion Program pursuant to §§ 397.334, 948.01, and 948.06, Florida Statutes, Sixth Judicial Circuit Administrative Order 2016-011 PI-CIR, and any subsequent Administrative Orders. Offenders shall be provided with all needed services identified, contingent upon those services being available in the community.
2. To incorporate accountable treatment contractual requirements as provided by the Courts into any county contracts or Request for Proposal (RFP) for services effective in FY2024 including detailed overview of services, a service delivery plan, compliance to monitoring standards, detailed reporting standards, and detailed penalties in effect for failure to deliver outlined services. These contractual requirements are attached as Attachment A to this Agreement.
3. That this Agreement document consists of all attached documents and that the order of precedence is established in Section III.M.

**B. Governing Law**

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

**C. Records and Retention**

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

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

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

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

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

1. To incorporate the following requirements into its Agreement(s) with the treatment providers for the Drug Court Expansion Program. The treatment providers will agree that the Court requires criminal history records checks on any staff, employees, or subcontractor staff that has access to confidential information, resources, or facilities operated in whole or in part with funding from this Agreement unless formally waived in writing by the Court's Contract Manager. The treatment provider has the responsibility to pay for any criminal records check required as a part of its normal operations.
2. To complete the criminal history background checks in accordance with §§ 394.4572, 408.809, and 435.12, Florida Statutes, within 30 calendar days after the start of employment. A letter certifying that no disqualifying crimes were identified must be submitted to the Court's Contract Manager. If the treatment provider adds additional employees during the term of the Agreement, the names of those staff, employees, or subcontractor staff must be provided to the Court's Contract Manager within 7 days of beginning work. The treatment provider shall resubmit updated Criminal History Records Checks certification letters every five (5) years from the prior criminal history records check as long as the Agreement is in force.
3. To require of any treatment provider that if any disqualifying crimes are present on the record, the treatment provider agrees to remove the employee from the worksite; terminate the employee's access to confidential information resources, participants, and the participant's family members; and ban the employee from working on services under this contract
4. To require of any treatment provider during the term of the Agreement to report in writing to the Court's Contract Manager, the arrest, charge, or Notice to Appear for an alleged commission of a disqualifying crime in any state or other jurisdiction for any staff, employee, or subcontractor assigned to this Agreement within one (1) business day of the treatment provider's knowledge. The notice shall include the treatment provider's name, the staff member's name, and the location and nature of the alleged violation. The Court reserves the right to require the treatment provider to immediately suspend or

terminate the staff member's work under this Agreement, and access to confidential information obtained or maintained under this Agreement. The treatment provider shall notify the Court within ten (10) calendar days of case disposition.

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

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

#### **G. Insurance**

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

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

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

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

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

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

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

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

#### **K. Non-Discrimination Requirements**

That the Contractor will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, and the Florida Civil Rights Act of 1992. The Contractor shall not discriminate against any employee in the performance of this contract, against any applicant for employment, any program participant, or participant's family members because of age, race, religion, color, disability, national origin, marital status, sex, or genetic information. The Contractor further assures that all sub-contractors, or others with whom it arranges to provide services or benefits to participants, participant's family members, or employees in connection with any of its programs and activities are not discriminating against those participants, participant's family members, or employees because of age, race, religion, color, disability, national origin, marital status, sex, or genetic information.

**L. Employment of Illegal Aliens**

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

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

**M. Independent Capacity of the Contractor**

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

**N Sponsorship**

THIS SECTION INTENTIONALLY OMITTED.

**O. Publicity**

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

**P. Final Invoice**

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

**Q. Lobbying**

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

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

THIS SECTION INTENTIONALLY OMITTED.

## **S. E-Verify**

1. The Contractor will be in full compliance with sections 448.09 and 448.095, Florida Statutes, regarding the use of the Department of Homeland Security's (DHS) E-Verify System (<https://www.e-verify.gov/>) to verify the employment eligibility of each new employee hired, as required by 8 C.F.R s. 274a.
2. Prior to the execution of this Contract, the Contractor will provide proof of E-Verify registration or a completed State Courts System E-Verify Registration Waiver Affidavit included as Attachment E to this Contract. The Contractor shall provide a completed State Courts System Subcontractor's E-Verify Registration Waiver Affidavit or E-Verify Registration Waiver Affidavit and proof of registration for each subcontractor performing work under this Contract, if applicable.
3. The Contractor shall also include the requirement to comply with these statutes in all subcontracts for work to be performed under this Contract.
4. Contractors are cautioned that violation of the provisions in these paragraphs by the Contractor or subcontractor may result in fines, the ineligibility to enter into, renew, or extend any contract or grant with any governmental entity of the State of Florida, the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida for up to five (5) years, placement on the State of Florida Suspended Vendors list and immediate termination of the Contract by the Circuit pursuant to section 448.095(5)(c), Florida Statutes.
5. Pursuant to section 448.095(5)(c)3, Florida Statutes, the Contractor is liable for any additional costs incurred by the Circuit as a result of the termination of this Contract for a violation of the provisions contained in these paragraphs.

## **T. Contracting with Entities of a Foreign Country of Concern**

Pursuant to section 287.138, Florida Statutes, governmental entities of the State of Florida are prohibited from entering into certain contracts with entities where a foreign country of concern, as defined in section 287.138(1)(c), Florida Statutes, possesses a controlling interest in the entity. The Contractor will complete and submit with the Contract, an affidavit signed by an officer or authorized representative of the Contractor under penalty of perjury that their company is not an entity the Circuit is prohibited from contracting with pursuant to Section 287.138, Florida Statutes. Contractors are cautioned that, in addition to the criminal penalties for perjury, civil penalties equal to twice the amount of this Contract being assessed, the ineligibility to enter into, renew, or extend any contract or grant with any governmental entity of the State of Florida, the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida for up to five (5) years, and placement on the State of Florida Suspended Vendors list may be imposed upon any contractor falsifying the affidavit or violating this statute.

## **II. THE COURT AGREES:**

### **A. Contract Amount**

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

### **B. Contract Payment**

That pursuant to § 215.422, Florida Statutes, the Court has five (5) working days to inspect and approve goods and services. If payment is not available within forty (40) days, measured from the date a properly completed invoice is received by the Court following the receipt, inspection, and acceptance of the goods

or services, a separate interest penalty set by the Chief Financial Officer pursuant to § 55.03, Florida Statutes, will accrue on the unpaid balance according to statute. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

### **C. Invoice Inquiries**

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

### **D. Vendor Ombudsman**

That a Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in subsection 215.422(7), Florida Statutes, which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516. An automated payment history line (850) 413-7269 and DFS Vendor Payment History web site <https://flair.dbf.state.fl.us/dispub2/cvnhphst.htm> are available for payment history and pending payment information.

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

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

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

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

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

This contract shall begin on July 30, 2024, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, Eastern Time, on July 30, 2027.

### **B. Contract Renewal**

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

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

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

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

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

1. The Contractor and the Court will not be responsible for delays resulting from circumstances outside of their control and circumstances that could not have been reasonably foreseen and prevented. Such causes include, but are not limited to: acts of God; natural disaster; civil disorders; threat of terrorist attacks; curtailment of transportation facilities; evacuation orders of the local area issued by either

federal, state or local authorities; a declared state of emergency issued by the Governor of Florida; or any other emergency which may pose a danger to the health, safety or well-being of those engaged in activities of this contract.

2. In case of any delay the Contractor believes is excusable, the Contractor must notify the Contract Manager in writing of the delay or potential delay and describe the cause of the delay within three (3) calendar days after the cause that first arose.
3. The sole remedy for excusable delays is an extension of time equal to the length of the delay. The Contractor will not be entitled to an increase in the contract cost from the Court for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.
4. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, except for instances where the Court has instructed the Contractor to accelerate the delivery of goods or services and there is a documented increase in cost to achieve early delivery.

#### **E. Termination**

1. **Termination at Will:** Either party may terminate this contract without cause upon a ten (10) calendar-day notice in writing to the other party, unless both parties agree to a shorter time. Parties will remain responsible for outstanding funding due to the service/treatment providers providing services under this Agreement.
2. **Termination Due to Lack of Funds:** In the event funding for this contract becomes unavailable, the Court may terminate the contract upon no less than a three (3) calendar days notice in writing to the Contractor. The Court shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the Contractor will be compensated for any work satisfactorily completed. The Court will provide notice of such termination to the County.
3. **Termination for Breach-Non-performance:** The Court may terminate this contract for the Contractor's non-performance upon no less than a twenty-four (24) hour notice in writing to the Contractor. Waiver of breach of any provision of this contract is not a waiver of any other breach and is not a modification of the terms and conditions of this contract. None of the provisions of this contract limit the Court's right to remedies at law or in equity. The Court will provide notice of such termination to the County.
4. **Termination for Breach-Unsatisfactory Performance:** The Court may terminate this contract if the Contractor fails to meet quality standards set forth in this contract, perform any contractual term, condition or obligation, or perform in a manner satisfactory to the Court. The Court will provide notice of such termination to the County.
5. That written notice of termination shall be delivered by certified mail, return receipt requested by a reputable courier service to the Contractor's representative responsible for administration of the program.

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

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

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

1. That modifications of provisions of this contract, other than the annual amendment of the Budget information in Attachment B, shall be valid only when they have been reduced to writing and duly signed by all parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level changes or changes in the rate of payment when these have been established through an

administrative order or through the appropriations process for the Court's operating budget.

2. That the parties agree to renegotiate this contract if federal and/or state revisions of any applicable laws, or regulations make changes in this contract necessary.

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

THIS SECTION INTENTIONALLY OMITTED.

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

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

#### **J. Severability**

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

#### **K. Notice**

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

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

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

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

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

Lisa Carrillo  
440 Court Street, 2<sup>nd</sup> Floor  
Clearwater, FL 33756

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

Nick Bridenback  
Director of Administrative Services – Specialty Court  
Sixth Judicial Circuit  
Pinellas County Justice Center  
14250 49<sup>th</sup> Street North, Suite J4410  
Clearwater, FL 33762  
727-453-7167

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



**M. All Terms and Conditions Included**

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

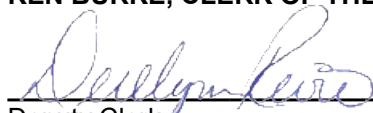
Attachments and Order of Precedence: <input checked="" type="checkbox"/> indicates the attachment applies to this contract.		
	Attachment #	Attachment Title
<input checked="" type="checkbox"/>	Attachment A	Scope of Work/Additional Provisions
<input checked="" type="checkbox"/>	Attachment B	SFY 24/25 Budget Document
<input checked="" type="checkbox"/>	Attachment C	Performance Accountability Measures Form Template
<input checked="" type="checkbox"/>	Attachment D	Contractor's Countries of Concern Affidavit
<input checked="" type="checkbox"/>	Attachment E	E-Verify Proof of Registration or Registration Waiver Affidavit (Contractor)

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

IN WITNESS THEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

ACCORDINGLY, the parties hereto, through their lawful representative(s) hereby enter this Agreement on this 30th day of July, 2024.

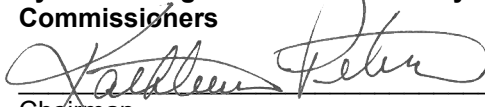
**Attest:**  
**KEN BURKE, CLERK OF THE CIRCUIT COURT**

  
 Deputy Clerk

Date: July 30, 2024.



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

  
 Chairman

Date: July 30, 2024.

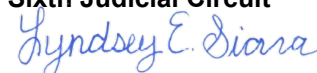
**SIXTH JUDICIAL CIRCUIT COURT**

  
 Trial Courts Administrator  
 Date: 7/10/2024

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

\_\_\_\_\_  
 Sr. Assistant County Attorney  
 Date: \_\_\_\_\_

**APPROVED AS TO FORM  
 Office of Court Counsel,  
 Sixth Judicial Circuit**

  
 Date: 7/10/24

**APPROVED AS TO FORM**

By: Cody J. Ward  
 Office of the County Attorney

**Attachment A: Scope of Work/Additional Provisions**

**PART 1 — GENERAL INFORMATION**

Section A – Background

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

On July 1, 2024, the Court expects to receive an appropriation of general revenue funds from the Florida Legislature (“Legislative Funds”) for prison-bound offenders in post-adjudicatory drug court, including residential treatment services. The purpose of this Agreement is to transfer the Legislative Funds from the Court to the County to fund the treatment providers under contract with the County.

Section B –Definitions

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

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

**PART 2 — DELIVERABLES**

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

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

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

		<p>1.3 <b>FINANCIAL CONSEQUENCES:</b> The Court will impose the following financial penalties on Pinellas County if Pinellas County does not meet the relevant performance standard:</p> <p>1.3.1. If Pinellas County has insufficient staff to cover the workload required by this service for more than 10 days, the Court will deduct \$25 per day from invoice total.</p> <p>1.3.2. If a position is vacant for more than 45 calendar days, the Court will deduct \$25 per day from invoice total.</p>
2.	Outpatient Drug Court Treatment Services	<p>2.1. <b>DESCRIPTION:</b> Pinellas County will contract with a Provider who will provide the following Outpatient Level II and III drug treatment services in both North and South Pinellas County:</p> <p>2.1.1. <b>Group Counseling Services:</b> Counseling services will be available day and night, and will be offered two hours daily, twice weekly, for a minimum of 12 weeks for Outpatient Level II and four times weekly, for a minimum of 12 weeks for Outpatient III.</p> <p>2.1.2. <b>Screenings, Assessments, and Recommendations:</b> Screenings, assessments, and subsequent recommendations, if any, will be provided to the Court.</p> <p>2.1.3. <b>Evaluations:</b> Provider will provide individual treatment and discharge planning and periodic treatment evaluations.</p> <p>2.1.4. <b>Drug Screenings:</b> Provider will give urine drug screenings (UDS) or oral swab drug screenings on a random basis.</p> <p>2.1.5. <b>Referrals:</b> Consultation or referral arrangements will be made where psychiatric, medical, or other social services are deemed appropriate.</p> <p>2.1.6. <b>Self-Help Groups:</b> Provider will encourage clients to participate in community self-help groups such as Narcotics Anonymous and Alcoholics Anonymous. Attendance at these meetings shall not constitute part of the requirement for substance abuse counseling.</p> <p>2.1.7. <b>Court Appearances:</b> Provider will make court appearances as required by the Court.</p> <p>2.1.8. <b>Data and Status Information:</b> Provider will provide client-related data and status information to Adult Drug Court in a manner and in a format as required by the Court. This format may include electronic data submission meeting court-determined specifications.</p> <p>2.1.9. <b>Post-treatment Drug Screenings:</b> Provider will give urine drug screenings (UDS) or oral swab drug screenings on a random basis as ordered up to 40 weeks following active treatment.</p> <p>2.1.10. <b>Unspecified Services:</b> Services not identified in this Agreement that will enable Pinellas County to more effectively meet the objectives stated in Paragraphs (I)(A)(1) and (I)(A)(2) of the main Agreement. Submission of a justification document, a request and prior written approval from the Court's Project Manager are required for these services to be reimbursed under this Agreement.</p>

		<p>2.2. <b>PERFORMANCE STANDARDS:</b> Pinellas County will incorporate the following Performance Standards into its Agreement with the Provider:</p> <p>2.2.1. Outpatient services will be provided in accordance with Chapter 65D-30, F.A.C.</p> <p>2.2.2. Individual treatment and discharge planning will be made within 30 days of referral by the Court. Treatment evaluations will be made every 30 days while in treatment.</p> <p>2.2.3. Outpatient group counseling services shall be no larger than 20 persons per group.</p> <p>2.2.4. Random drug screening or oral swab drug screening will be given at least weekly for multiple drugs during the course of treatment and up to 12 weeks thereafter on a frequency basis as ordered by the Court.</p> <p>2.2.5. Provider will notify Adult Drug Court when a client arrives for screening no later than the next drug court judicial review hearing.</p> <p>2.2.6. Provider will notify Adult Drug Court of the treatment start date no later than the next drug court judicial review hearing.</p> <p>2.2.7. Provider will provide evaluation recommendations at the next drug court judicial review hearing.</p> <p>2.2.8. Provider will provide Adult Drug Court with reports for judicial reviews no later than 48 hours prior to a regularly scheduled judicial review hearing (including attendance, UDS results, treatment progress reports). Reports will be electronically submitted to the drug court via secure connections, which can include direct submission through the drug court's web-based drug court case management system.</p> <p>2.2.9. Provider will immediately notify Adult Drug Court of termination, discharge, or elopements, violation of the terms of treatment (i.e., failed drug screens, missed treatment appointments, etc.), and hospitalization or significant disruption of treatment process. Discharge notice shall also be provided to the Department of Corrections.</p> <p>2.2.10. Provider will submit weekly written reports to Court on treatment availability status and size of wait lists.</p> <p>2.3. <b>FINANCIAL CONSEQUENCES:</b> Pinellas County's Agreement with provider will allow the Court to impose the following financial penalties on Provider if Provider does not meet the relevant performance standard:</p> <p>2.3.1. Outpatient services that do not meet the standards set by Chapter 65D-30, F.A.C., will be considered a material breach of the obligation to provide outpatient services. The Court will refuse to pay any invoices for the outpatient services that do not meet the standards until the breach is cured, require Pinellas County to cancel the contract with Provider and find a new Provider, or both.</p> <p>2.3.2. Outpatient and Medical services appointments not scheduled within 7 business days of the completion of the individual treatment plan will result in a reduction in an amount equal to \$25 per day past 7 for each Participant not scheduled from the invoice reimbursement.</p> <p>2.3.3. If Provider does not timely meet the requirements of sections 2.2.5, 2.2.6, 2.2.7, 2.2.8, or 2.2.9 the invoice reimbursement will be reduced by \$25 for each day Provider is late.</p> <p>2.3.4. If Provider fails to make a required court appearance, the invoice reimbursement will be reduced by \$25 for each appearance missed.</p> <p>2.3.5. If client-related data and status information is not available in the required format, the invoice reimbursement will be reduced by \$25 for each day data is unavailable.</p> <p>2.3.6. If Provider does not timely provide a weekly written report to the Court on treatment availability, the invoice reimbursement will be</p>
--	--	--

		reduced by \$50 for each missed report.
3.	Non-secure Residential Drug Court Treatment Services	<p>3.1 <b>DESCRIPTION:</b> Pinellas County will contract with a Provider who will provide the following variable length (8-18 months), two-part residential treatment service for each client referred by the Court:</p> <p>3.1.1. Pinellas County Human Services will cover administrative costs for Pinellas County acting as Fiscal Agent. These costs cover acquisition, oversight, and reporting regarding the Treatment Services contracts.</p> <p>3.1.2. <b>Part One:</b> Part one of the treatment service will involve an estimated two months of intensive drug treatment where the client remains at the facility 24 hours per day, at least ten hours of treatment per week, and at least one individual and three group counseling sessions per week.</p> <p>3.1.3. <b>Part Two:</b> Part two of the treatment service shall involve an estimated four months of employment/re-entry treatment and training where the client resides at the facility. The client must leave the facility for full-time employment, but is required to return each evening for additional services. During part two, each client must also receive at least six hours of treatment per week and at least one individual counseling session and two group sessions per week.</p> <p>3.1.4. <b>Throughout:</b> Throughout the entire residential program, clients shall receive frequent, random drug testing, consultation or referral arrangements for any mental health, medical, or other social service needs as deemed appropriate, and means of transportation to bring clients to court as needed. Random drug screens shall also be provided for up to 26 weeks thereafter on a frequency basis as ordered by the Court.</p> <p>3.1.5. <b>Court Appearances:</b> Provider will make court appearances as required by the Court.</p> <p>3.1.6. <b>Data and Status Information:</b> Provider will provide client-related data and status information to Adult Drug Court in a manner and in a format as required by the Court. This format may include electronic data submission meeting court-determined specifications.</p> <p>3.1.7. <b>Post-treatment Drug Screenings:</b> Provider will give urine drug screenings (UDS) or oral swab drug screenings on a random basis as ordered up to 26 weeks following active treatment.</p> <p>3.1.8. <b>Aftercare Counseling Sessions:</b> Provider will provide aftercare counseling sessions for a period of up to 12 weeks after completion of active treatment.</p> <p>3.1.9. <b>Unspecified Services:</b> Services not identified in this Agreement that will enable the Pinellas County to more effectively meet the objectives stated in Paragraphs (I)(A)(1) and (I)(A)(2) of the main Agreement. Submission of a justification document, a request and prior written approval from the Court's Project Manager are required for these services to be reimbursed under this Agreement.</p> <p>3.2. <b>PERFORMANCE STANDARDS:</b> Pinellas County will incorporate the following Performance Standards into its Agreement with the Provider:</p> <p>3.2.1. All services must meet the standards set by Rule 65D-30, F.A.C.</p> <p>3.2.2. Random drug screening or oral swab drug screening will be given at least weekly for multiple drugs during the course of treatment and up to 40 weeks thereafter on a frequency basis as ordered by the Court.</p> <p>3.2.3. Provider will notify Adult Drug Court when a client arrives for screening no later than the next drug court judicial review hearing.</p> <p>3.2.4. Provider will notify Adult Drug Court of the treatment start date no later than the next drug court judicial review hearing.</p> <p>3.2.5. Provider will provide evaluation recommendations at the next drug</p>

		<p>court judicial review hearing.</p> <p>3.2.6. Provider will provide Adult Drug Court with reports for judicial reviews no later than 48 hours prior to a regularly scheduled judicial review hearing (including attendance, UDS results, and treatment progress reports). Reports will be electronically submitted to the drug court via secure connections, which can include direct submission through the drug court's web-based drug court case management system.</p> <p>3.2.7. Provider will immediately notify Adult Drug Court of termination, discharge, or elopements, violation of the terms of treatment (i.e. failed drug screens, missed treatment appointments, etc.), and hospitalization or significant disruption of treatment process.</p> <p>3.2.8. Provider will submit weekly written reports to Court on treatment availability status and size of wait lists.</p> <p>3.3. <b>FINANCIAL CONSEQUENCES:</b> Pinellas County's Agreement with Provider will allow the Court to impose the following financial penalties on Provider if Provider does not meet the relevant performance standard:</p> <p>3.3.1. Housing that does not meet the standards set by Rule 65D-30, F.A.C. will be considered a material breach of the obligation to provide residential treatment services. The Court will refuse to pay any invoices for the residential treatment services that do not meet the standards until the breach is cured, require Pinellas County to cancel the contract with Provider and find a new Provider, or both..</p> <p>3.3.2. If Provider does not timely meet the requirements set out under sections 3.2.4, 3.2.5, 3.2.6, 3.2.7, or 3.2.8, the invoice reimbursement will be reduced by \$25 for each day Provider is late.</p> <p>3.3.3. If Provider fails to make a required court appearance, the invoice reimbursement will be reduced by \$25 for each appearance missed.</p> <p>3.3.4. If client-related data and status information is not available in the required format, the invoice reimbursement will be reduced by \$25 for each day data is unavailable.</p> <p>3.3.5. If Provider does not timely provide a weekly written report to the Court on treatment availability, the invoice reimbursement will be reduced by \$50 for each missed report.</p>
4.	Transitional Housing	<p>4.1. <b>DESCRIPTION:</b> Pinellas County will contract with a Provider who will provide the following transitional housing for eligible, prison-diverted clients as referred by the Court:</p> <p>4.1.1. <b>Face-to-Fact Visits:</b> Provider will conduct face-to-face visits with eligible clients for screening/assessment, coordination of services, client registration, and follow-up.</p> <p>4.1.2. <b>Coordination:</b> Provider will coordinate services with Non-adjudicatory Adult Drug Court Expansion partners to meet the needs of participating drug court defendants throughout Pinellas County, FL.</p> <p>4.1.3. <b>Referrals:</b> Consultation or referral arrangements will be made where psychiatric, medical, or other social services are deemed appropriate.</p> <p>4.1.4. <b>Data and Status Information:</b> Client-related data and status information will be provided in a manner and in a format as required by the Court. This format may include electronic data submission meeting court-determined specifications.</p> <p>4.1.5. <b>Unspecified Services:</b> Services not identified in this Agreement that will enable Pinellas County to more effectively meet the objectives stated in Paragraphs (I)(A)(1) and (I)(A)(2) of the main Agreement. Submission of a justification document, a request and prior written approval from the Court's Project Manager are required for these services to be reimbursed under this Agreement.</p>

		<p>4.2. <b>PERFORMANCE STANDARDS:</b> Pinellas County will incorporate the following Performance Standards into its Agreement with the Provider:</p> <p>4.2.1. The housing meets the standards set in Rule 65E-4.016, F.A.C.</p> <p>4.2.2. Staff is on-call 24 hours per day, 7 days per week. A staff member must respond by telephone within two hours of a call.</p> <p>4.2.3. Staff is on site and has contact with each participant at least once per week. Multiple visits may be required until all residents are contacted.</p> <p>4.2.4. Staff will notify the Court of the status of the resident, including any referrals made or recommended through written report at each drug court status hearing.</p> <p>4.2.5. Provider shall notify Adult Drug Court of service termination no later than the next drug court judicial review hearing.</p> <p>4.2.6. Provider shall communicate with Court staff regarding transitional housing bed availability and wait lists on a monthly basis.</p> <p>4.3. <b>FINANCIAL CONSEQUENCES:</b> Pinellas County's Agreement with Provider will allow the Court to impose the following financial penalties on Provider if Provider does not meet the relevant performance standard:</p> <p>4.3.1. If housing does not meet the standards set by Rule 65-E-4.016, F.A.C., it will be considered a material breach of the obligation to provide transitional housing. The Court will refuse to reimburse invoices for transitional housing until the breach is cured, require Pinellas County to cancel its contract with Provider and find a new Provider, or both.</p> <p>4.3.2. Each instance that a staff member cannot be reached within 2 hours of a call will result in a \$25 assessment against the invoice reimbursement, up to a maximum of \$500 per day.</p> <p>4.3.3. For each day beyond a scheduled drug court status hearing for which a participant status report is not provided, \$25 will be deducted.</p> <p>4.3.4. For each day that Provider is late with providing notification of termination or communication with Court staff regarding bed availability, \$25 will be deducted from the invoice reimbursement.</p>
5.	Substance Abuse/ Mental Health Screening Assessments	<p>5.1. <b>DESCRIPTION:</b> Pinellas County will contract with a Provider who will provide the following Adult Drug Court assessment services:</p> <p>5.1.1. <b>Monthly Assessments:</b> Provider will perform (30–45 minute) assessments each month of drug court clients and prospective drug court clients who are not represented by private counsel. Assessments will be performed in person and at a Provider location for out-of- custody clients and at the Pinellas County Jail for in-custody clients.</p> <p>5.1.2. <b>Assessment Tool:</b> Provider will use an assessment tool that is evidence-based, looks at drug use severity, and identifies major mental health problems, motivation for treatment, and criminal thinking patterns. Part of the assessment process may involve conducting a drug screen.</p> <p>5.1.3. <b>Staff Qualifications:</b> Provider must demonstrate staff qualifications for the administration of the chosen instruments.</p> <p>5.1.4. <b>Assessment Report:</b> The assessment tool should produce a concise report that will help the Court determine proper treatment considerations, including recommended drug treatment level and recommended ancillary services.</p> <p>5.1.5. <b>Hearing Appointment Slots:</b> Provider must provide available appointment slots for arraignment/pretrial hearings so that defendants can be assigned assessment appointments.</p> <p>5.1.6. <b>Copayments:</b> Copayments, or fees paid directly to the provider by the defendants to be assessed, can be proposed for each scheduled assessment appointment that is not cancelled with at least 48 hours notice. Copayments may be charged in advance of all out-of-custody</p>

		<p>assessments. Advance collection of copayments for defendants in custody may not be possible, and the Adult Drug Court will offer some assistance in collecting these copayments at later phases of drug court for all defendants remaining in drug court who have not yet remitted these copayments. However some copayments must be assumed to be uncollectible in pricing these services.</p> <p>5.1.7. <b>Unspecified Services:</b> Services not identified in this Agreement that will enable Pinellas County to more effectively meet the objectives stated in Paragraphs (I)(A)(1) and (I)(A)(2) of the main Agreement. Submission of a justification document, a request and prior written approval from the Court's Project Manager are required for these services to be reimbursed under this Agreement.</p>
		<p>5.2. <b>PERFORMANCE STANDARDS:</b> Pinellas County will incorporate the following performance standards into its Agreement with Provider:</p> <p>5.2.1. Provider must provide locations for assessments and secure entry to jail for jail-based assessments.</p> <p>5.2.2. Assessments must be provided using an evidence-based tool.</p> <p>5.2.3. Assessments will be performed by statutorily qualified assessors.</p> <p>5.2.4. Reports, with recommendations, must be submitted within three weeks from the time of referral or seven days before the next scheduled court date, whichever is sooner. Reports should be electronically submitted to the drug court via secure connections.</p> <p>5.2.5. Assessment appointments schedules shall be provided to the court so that participant appointments can be readily assigned.</p>
		<p>5.3. <b>FINANCIAL CONSEQUENCES:</b> Pinellas County's Agreement with Provider will allow the Court to impose the following financial penalties on Provider if Provider does not meet the relevant performance standard:</p> <p>5.3.1 If any assessment reports are not submitted within three weeks of referral or seven days before the next scheduled court date, whichever is sooner, \$50 will be reduced from the invoice reimbursement.</p>

### PART 3 — WORK REQUIREMENTS

#### A. Budget and Invoicing Procedures

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

2. Contingent upon the receipt of Legislative Funds by the Court, the County will pay all treatment providers administering services to offenders in the Drug Court Expansion Program prior to reporting the expenditures to the Court for reimbursement. The County will submit monthly invoices to the Sixth Judicial Circuit's Trial Courts Administrator or her designee for review. Invoices will be submitted by the 15th day of the following month for services provided and program expenditures paid by the County for which reimbursement is requested. Invoices shall be submitted to the following address: Sixth Judicial Circuit Administration, 14250 49th Street N., Suite J4410, Clearwater, Florida 33762. Final invoices for expenses incurred in each state fiscal year (ending June 30 each year) must be received no later than 30 days after the termination date of the end of the state fiscal year.

3. Monthly invoices must include record of payment with payment date and check number, and a record of type of service or expense claimed, including an invoice with the number of units, cost per unit, total cost, and number of clients served, if applicable. Salaries and benefits claimed must include a payroll



record with the number of hours paid, hourly rate, copies of all timesheets, and the number of clients served by each employee, if applicable.

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

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

6. From the Legislative Funds, the Court will reimburse the County for payment of services provided to the offenders in the Drug Court Expansion Program, less any financial consequence adjustments, during the term of this Agreement, including expenditures for personnel in the County's Office of Human Services for administration of the Legislative Funds. The total amount of reimbursement for treatment services and personnel expenditures during the first year of the contract period shall not exceed \$454,328, and is contingent on the availability of funds appropriated by the Florida Legislature and the Court's approval of a budget. The Parties agree that the provision of these funds by the Court to the County is intended solely to provide the County with resources to fund treatment providers for the Drug Court Expansion Program and it will not give the Court any role in the County's contractual relationships with treatment providers. The Court will continue to determine offender eligibility in accordance with state law. Under the funding partnership:

7. In the event that State funds are withheld from the County for previously paid invoices, and reimbursement or withholding is not able to occur from the service provider, the Court agrees to reimburse the difference from Pinellas County appropriated general fund dollars for Division N to ensure budget neutrality.

## **B. Performance Accountability Measures Form**

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

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

3. The PAM form will be submitted each month by the 15th day of the following month along with the invoices to the following address: Sixth Judicial Circuit Administration, 14250 49th Street North, Suite J4410, Clearwater, Florida 33762.

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

## **C. Corrective Action**

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

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

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

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

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

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

#### **D. Financial Consequences for Corrective Action Plans**

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

ATTACHMENT B

Drug Court Expansion Program in Pinellas County, Florida

Treatment Services Budget

---

State Fiscal Year 2025

*Project Costs Total: \$454,328*

*Projected to Serve 50 clients*

State Fiscal Year 2024-2025 Project Costs Total: **\$454,328**

- A. Salaries and Benefits – **\$29,928** to Pinellas County Justice Coordination to cover administrative costs for Pinellas County acting as Fiscal Agent. These costs cover acquisition, oversight and reporting regarding the Treatment Services contracts.

For the period of July 1, 2024 through September 30, 2025, salary is calculated at \$31.22 per hour plus benefits of approximately 51 percent, for a total of approximately \$47.14 per hour.

Note: Benefit percentages estimated due to slight variations from pay period to pay period. Total estimated expenditure for salaries and benefits is \$29,928 or until funds are expended.

- B. Contractual Services – **\$424,400**

Pinellas County contracts for the following services: two levels of Outpatient Substance Abuse Treatment with drug screens for up to one year; Residential Substance Abuse Treatment with aftercare and drug screens for up to one year; and Transitional Housing with Re-entry/Support Services (meals, laundry, transportation, recovery support, life skills training, etc.).

Pinellas County will allocate **\$24,400** for outpatient treatment and drug screens. These services are projected to cover a full course of treatment for about 12 clients.

The budget is projected to pay for 450 counseling sessions at \$30 per session at Westcare and \$40 per session at Center for Rational Living and an estimated 60 post treatment drug screens at \$20-25 (\$20 Westcare, \$25 Center for Rational Living) each.

*Note: Outpatient Level II calls for 12 weeks of counseling, two times per week. Outpatient Level III calls for 12 weeks of counseling, four times per week. There is no separate cost for drug screens conducted while participant is actively in treatment. Post-treatment screens are contracted will be provided as ordered through the balance of the first year of drug court participation.*

Pinellas County will allocate **\$316,460** for residential treatment and drug screens. These services are projected to cover a full course of treatment for about 30 clients.

Westcare is allocated \$316,460 for the fiscal year to provide these services at a rate of \$62.32 per day plus \$15 per aftercare counseling session and \$15 per post-treatment drug screen.

This allocation will provide for approximately 4,962 days of treatment plus approximately 240 aftercare sessions and 180 post-treatment drug screens.

*Note: The Residential contract is for a variable length of residential treatment between eight and 18 months, depending on individual need. The first two months, the client remains at the facility 24 hours a day, seven days a week. During months three through completion, the client enters the work phase and leaves the facility only to go to work. It is estimated that only completers will require aftercare and post-treatment drug screens. There is no separate cost for drug screens conducted while participant is actively in treatment. Post-treatment screens will be contracted through the balance of the first year of drug court participation.*

Pinellas County will allocate **\$83,540** for Transitional Housing/Reentry Services.

Westcare will be allocated this entire amount for a continued contract for transitional housing at a cost per day of \$51.50 per day. The transitional housing budget is projected to pay for an estimated 1,622 days of housing.

*Note: The project design calls for providing transitional housing with reentry services as needed for homeless participants or for those requiring the extra structure of transitional housing.*

C. Expenses – N/A

D. Operating Capital Outlay (OCO) – N/A

E. Administrative Costs – N/A

### **Budget Summary**

<b>Budget Category</b>	<b>Total</b>
Salary/Benefits	\$ 29,928.00
Contractual Services	\$424,400.00
Expense	0
Operating Capital Outlay	0
Administrative Costs	0
<b>Total</b>	<b>\$454,328.00</b>

PEFORMANCE ACCOUNTABILITY MEASURES - Reporting Period:						
ID	DESCRIPTION	MEASURE	STANDARD	SUPPORTING DOCUMENTATION NEEDED	PERIOD PERFORMANCE	MET Y/N
1	COUNTY SALARIES AND BENEFITS	1. Employee is performing fiscal agent responsibilities. MEASURE 100%.	100%	1. Employee time record.		
2	OUTPATIENT SUBSTANCE ABUSE TREATMENT, meeting Chapter 65D-30, F.A.C. and Chapter 397, F.S.	<p>1. Outpatient services are provided in accordance with Chapter 65D-30, F.A.C. and at level as ordered. MEASURE 100%</p> <p>2. Outpatient and medical services appointments identified as needed in individual treatment plans shall be scheduled within 7 business days of drug team approval of such services. MEASURE 100%</p> <p>3. Provider meets requirements of Performance Standards 2.2.5, 2.2.6, 2.2.7, 2.2.8 and 2.2.9 of Section A, Part 2, of Attachment A to contract. MEASURE 100%</p> <p>4. Provider attends all court sessions for clients. MEASURE 100%</p> <p>5. Client reports submitted through the ETO drug court database. MEASURE 100%</p> <p>6. Provider notifies drug court weekly of treatment slot availability and wait times. MEASURE 100%</p>	100%	<p>1. A copy of provider licenses and Participant treatment status reports.</p> <p>2. Participant treatment status reports and referrals for ancillary services recorded in drug court database.</p> <p>3. Participant treatment status reports filed in drug court database and copies of notifications to Drug Court and DOC for significant disruptions of treatment process.</p> <p>4. Court hearings schedule in drug court database and notifications of any treatment provider absences to or by drug court staff.</p> <p>5. Participant treatment status reports recorded in drug court database.</p> <p>6. Copies of reports on treatment availability and wait lists.</p> <p>7. A copy of the Clients and Services list.</p>		
3	AL SUBSTANCE ABUSE TREATMENT meeting requirements of Chapter 65D-30, F.A.C.	<p>1. Residential services are provided in accordance with Chapter 65D-30, F.A.C. and at level as ordered MEASURE 100%</p> <p>2. Provider meets requirements of Performance Standards 3.2.4, 3.2.5, 3.2.6, 3.2.7 and 3.2.8 of Section A, Part 2, of Attachment A to contract. MEASURE 100%</p> <p>3. Provider attends all court sessions for clients. MEASURE 100%</p> <p>4. Client reports submitted through the ETO drug court database. MEASURE 100%</p> <p>5. Provider notifies drug court weekly of treatment slot availability and wait times. MEASURE 100%</p>	100%	<p>1. A copy of provider licenses and Participant treatment status reports.</p> <p>2. Participant treatment status reports filed in drug court database and copies of notifications to Drug Court and DOC for significant disruptions of treatment process.</p> <p>3. Court hearings schedule in drug court database and notifications of any treatment provider absences to or by drug court staff.</p> <p>4. Participant treatment status reports recorded in drug court database.</p> <p>5. Copies of reports on treatment availability and wait lists.</p> <p>6. A copy of the Clients and Services list.</p>		

4	TRANSITIONAL HOUSING, meeting requirements of Chapter 65E-4.016, F.A.C.	<p>1. Transitional Housing meets the standards set in Rule 65E-4.016, F.A.C. MEASURE 100%</p> <p>2. Staff is on-call 24 hours per day, 7 days per week. MEASURE 100%</p> <p>3. Staff is on site and has contact with each resident at least once per week. MEASURE 100%</p> <p>4. Staff will notify the Court of the status of the resident, including any referrals made or recommended through written report at each drug court status hearing. MEASURE 100%</p> <p>5. Provider shall notify the Court of service termination no later than the next drug court status hearing. MEASURE 100%</p> <p>6. Provider shall communicate with Court staff regarding transitional housing bed availability and wait lists on a monthly basis. MEASURE 100%</p>	100%	<p>1. Copy of provider's license.</p> <p>2. Staff record of attempted communications that were not possible for two hours or more.</p> <p>3. Provider reports for judicial status hearings.</p> <p>4. Monthly provider reports of bed availability.</p>		
5	Substance Abuse/Mental Health Screening Assessments	<p>1. Provider had established locations for out-of-custody assessments and possessed secure entry to jail for jail- based assessments. MEASURE 100%</p> <p>2. Assessments provided using an evidence-based tool(s). MEASURE 100%</p> <p>3. Assessments provided by statutorily qualified assessors. MEASURE 100%</p> <p>4. Reports with recommendations submitted within three weeks from the time of referral or seven days before the next scheduled court date, whichever was sooner. MEASURE 100%</p> <p>5. Assessment appointment schedules provided to the courts. MEASURE 100%</p>	100%	<p>1. Locations for assessments.</p> <p>2. Evidence-based tool names and descriptions.</p> <p>3. Qualifications of assessors.</p> <p>4. Lists of Assessment report dates and dates of referral.</p> <p>5. Assessment schedules provided to courts.</p>		

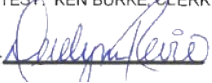
I understand that the actual performance of the contractor for all of the performance accountability measures above must be 100% in order for the contractor to be eligible for reimbursement under our grant agreement. For each measure that does not meet the minimum standard, a financial consequence will be used to adjust the payment to meet the performance level actually achieved in accordance with penalties specified in Attachment A, Part 2 of this Agreement. I hereby certify that the information regarding the performance accountability measures submitted in support of this claim for reimbursement is a true and accurate representation of the actual performance of the contractor in the delivering the goods and services required under the grant agreement.

  
Contractor Representative's Signature



7/30/2024.  
Date

\_\_\_\_\_  
Contract Manager's Signature

ATTEST: KEN BURKE, CLERK  
By: 

\_\_\_\_\_  
Date

\_\_\_\_\_  
Trial Court Administrator/Designee's Signature

\_\_\_\_\_  
Date



**ATTACHMENT D**  
**CONTRACTOR'S COUNTRIES OF CONCERN AFFIDAVIT**

I, \_\_\_\_\_, am an officer or authorized representative of the business entity shown below. I hereby acknowledge on behalf of my business or business entity that I am aware that, pursuant to section 287.138, Florida Statutes, governmental entities of the State of Florida are prohibited from entering into, amending, extending, and renewing certain contracts and agreements with foreign countries of concern.

Business or Business Entity Legal Name: \_\_\_\_\_

Business or Business Entity Legal Address: \_\_\_\_\_

Business or Business Entity Taxpayer Identification Number: \_\_\_\_\_

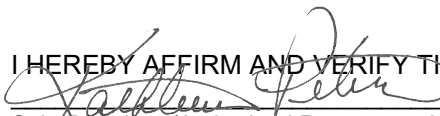
I hereby certify under penalty of perjury that:

- My business entity is not owned by a foreign country of concern, as defined by section 287.138(1)(a), Florida Statutes.
- No foreign country of concern has a controlling interest in my business entity, as defined by section 287.138(2)(b), Florida Statutes.
- My business entity is not organized under the laws of or has its principal place of business in a foreign country of concern as defined by section 287.138(2)(c), Florida Statutes.

I have been advised that, in addition to criminal penalties for perjury for providing false information on this affidavit, my failure to comply with the requirements of section 287.138, Florida Statutes, may result in civil penalties, prohibitions against doing business with any governmental entity of the State of Florida the suspension or revocation of all business or professional licenses and certifications issued by the State of Florida.

By signing this affidavit, I agree that I will notify the Contract Manager within ten (10) calendar days of any change in my business entity status that would make any statement made on this affidavit untrue. I further acknowledge that the failure to make the appropriate notification will result in the immediate termination of my contract.

I HEREBY AFFIRM AND VERIFY THAT THE FOREGOING IS TRUE AND CORRECT.

  
\_\_\_\_\_  
Sole Proprietor/Authorized Representative  
Kathleen Peters  
Printed Name

STATE OF Florida  
COUNTY OF Pinellas

ATTEST: KEN BURKE, CLERK


By: 



Sworn to (or Affirmed) and Subscribed Before Me By  
Means of  Physical Presence or  Online Notarization  
this 1st day of August, 2024,  
by \_\_\_\_\_, Who

Is Personally Known to Me or  Produced Identification.

Type of Identification Produced: \_\_\_\_\_

  
\_\_\_\_\_  
Signature of Notary Public



Teresa Ribble  
Printed Name of Notary Public Administering Oath Pursuant to §117.10, Florida Statutes  
Foreign Countries of Concern Affidavit, v0.01  
rev 8/1/2023

**ATTACHMENT E**  
**E-VERIFY PROOF OF REGISTRATION**

<b>Employer</b> ▲	<b>Doing Business As</b>	<b>Account Status</b>	<b>Date Enrolled</b>	<b>Date Terminated</b>	<b>Workforce Size</b>	<b>Number of Hiring Sites</b>	<b>Hiring Site Locations (by state)</b>
Pinellas County Government	Pinellas County Government Human Resources	Open	05/09/2011		2,500 to 4,999	1	FL

Showing 1 to 1 of 1 entries.