

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 S. 218.73)

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

Proper Corporate Identity is needed when you submit your quote, especially now your firm is registered with the Florida Division of Corporations. Please visit dmr.myflorida.com/FLDOR/FLDOR/ 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: 727-490-6767

FAX NUMBER: 727-822-9318

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 49th 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 49th 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 th 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. WC-GC 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.

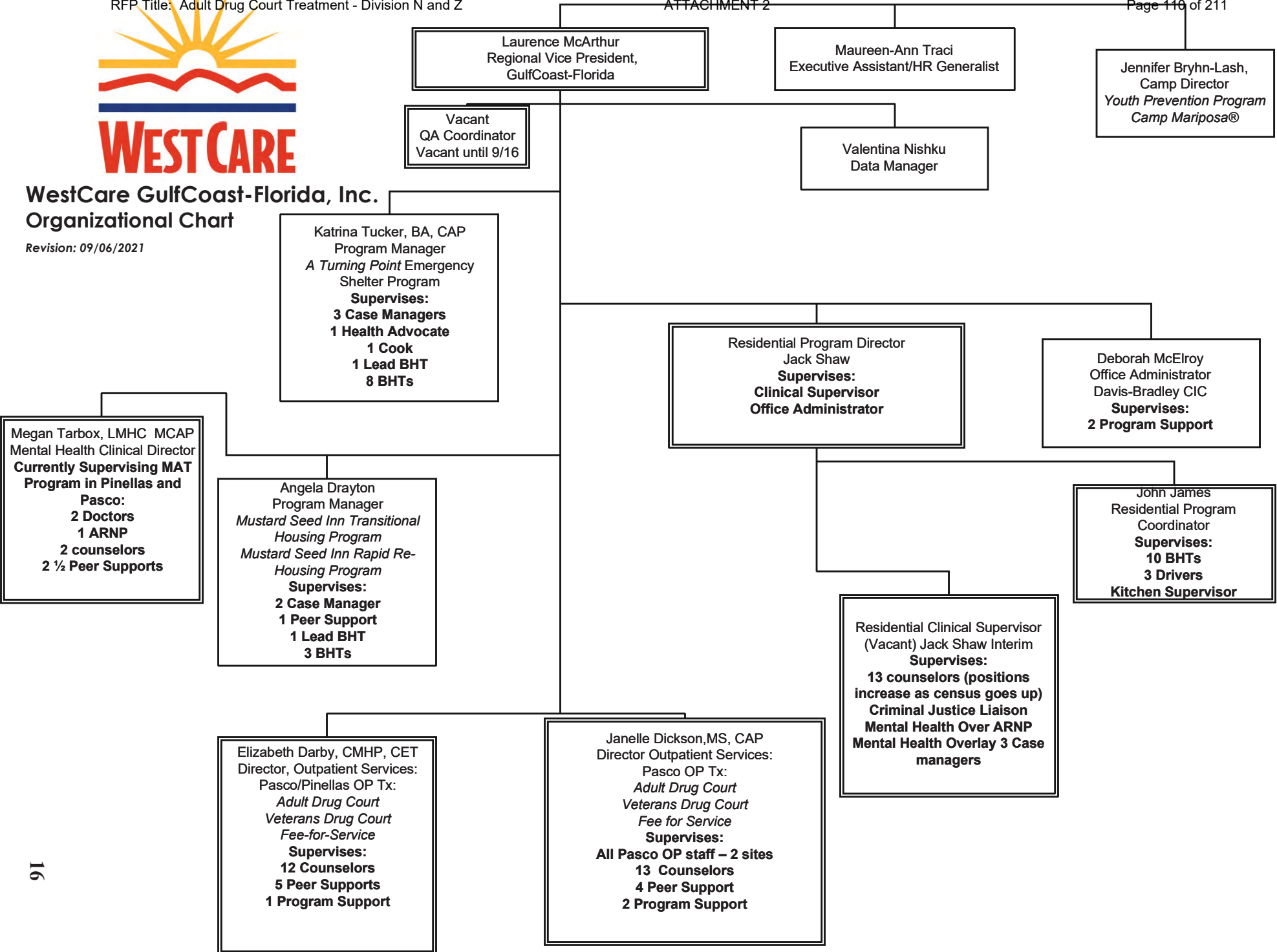
ii. Provide an organizational chart showing which individuals will be providing services for the Adult Drug Court.

Organizational Chart (see next page)



WestCare GulfCoast-Florida, Inc.
Organizational Chart

Revision: 09/06/2021



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 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.

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 programs 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 6 hours of treatment weekly: At least 1 individual counseling session weekly At least 2 group 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

SECTION D – VENDOR REFERENCES

SECTION D – CONTRACTOR REFERENCES

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. Petersburg
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, Exective 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@fldpd6.gov	CONTACT EMAIL: galen.lowery@fdc.myflorida.com
COMPANY EMAIL ADDRESS: PD6@wearethethehope.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?

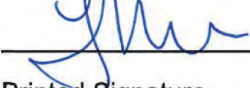
Yes _____ No X

For more information about ePayables credit card program please visit Purchasing Department website www.pinellascounty.org/purchase/

Company Name

WestCare Gulfcoast Florida Inc

Signature



Printed Signature

Larry McArthur

Phone Number

727-490-6767

Email

Larry.McArthur@westcare.com

SECTION F – PROPOSAL SUMMARY

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.

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/ for this information on how to become registered.

WestCare GulfCoast-Florida, Inc.

Company Name

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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.

PO Box 12019

6 City, state, and ZIP code

St. Petersburg, FL 33733-2019

Requester's name and address (optional)

7 List account number(s) here (optional)

Print or type.
See Specific Instructions on page 3.

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								
			-			-		

OR

Employer identification number									
5	9	-	3	7	1	4	6	2	7

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

Sign Here	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.

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/bsol, listed under the bid attachments.

APPENDIX 1 – E-VERIFY AFFIDAVIT

APPENDIX 1 – E-VERIFY AFFIDAVIT

I hereby certify that WESTCARE GULF COAST [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 GULF COAST [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Signature: [Signature]

Print Name: Frank C. Rabbato, CEO

Date: 5/9/2022

Federal Work Authorization User Identification No.: _____

Name of Pinellas County Contract and Contract No.: _____

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of 1) physical presence or 2) online notarization _____, this 5/9/2022 (date) by FRANK C. RABBATO, CEO (name of officer or agent, title of officer or agent) of WESTCARE GULF COAST (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: [Signature]

Name typed, printed, or stamped: Wendy M. Ramos

My 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

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.

Company ID Number: 40101

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

Company ID Number: 40101

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

Company ID Number: 40101

(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. 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

Company ID Number: 40101

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.

Company ID Number: 40101

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

Company ID Number: 40101

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

Company ID Number: 40101

- 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

Company ID Number: 40101

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

Company ID Number: 40101

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.

Company ID Number: 40101

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,

Company ID Number: 40101

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.

Company ID Number: 40101

Approved by:

Employer WestCare	
Name (Please Type or Print)	Title
Signature Electronically Signed	Date 02/09/2007
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/09/2007

Company ID Number: 40101

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

Company ID Number: 40101

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

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, Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th 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:

For Contractor:

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

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 Contract 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

WestCare Gulfcoast Florida, Inc
Name of Firm

By: Charlie Justice

By: [Signature]
Signature

Larry Mc Arthur
Print Name

VP of Operations
Title

ATTEST:
Ken Burke,
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to Form

By: _____
Office of the County Attorney

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

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 Rabbito, COO
PO Box 12019
St Petersburg, FL 33733-2019

If to COVERED ENTITY:

Abigail Stanton, HIPAA Privacy Officer
440 Court Street, 2nd 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

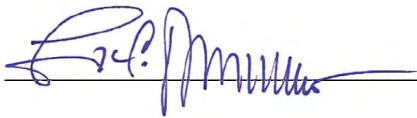
By: _____

Print Name: _____

Print Title: _____

BUSINESS ASSOCIATE:

WestCare GulfCoast-Florida

By:  _____

Print Name: Frank Rabbito

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 NAME: Deidre Williams PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: deedee.williams@assuredpartners.com
	INSURER(S) AFFORDING COVERAGE
INSURED WestCare Gulfcoast Florida, Inc. PO Box 94738 Las Vegas, NV 89193-4738	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 :

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	5088087802	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> 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	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> 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	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	X WEWC317351	3/1/2022	3/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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 
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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY AssuredPartners, Lake Mary	License # L077730	NAMED INSURED WestCare Gulfcoast Florida, Inc. PO Box 94738 Las Vegas, NV 89193-4738
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

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

STEINBERG, RICHARD E

RFP Title: Adult Drug Court Treatment - Division N and Z
PO BOX 94738

ATTACHMENT 2

Page 191 of 211

LAS VEGAS, NV 89193-4738

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

03/07/2022 -- ANNUAL REPORT	View image in PDF format
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01/16/2006 -- ANNUAL REPORT	View image in PDF format
11/10/2005 -- Reg. Agent Change	View image in PDF format
04/18/2005 -- ANNUAL REPORT	View image in PDF format
04/21/2004 -- ANNUAL REPORT	View image in PDF format

[11/18/2003 -- Merger](#)

[View image in PDF format](#)

RFP # 22-0371-P
[03/20/2003 -- ANNUAL REPORT](#)

[View image in PDF format](#)

RFP Title: Adult Drug Court Treatment - Division N and Z

ATTACHMENT 2

Page 193 of 211

[04/10/2002 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[02/21/2001 -- Domestic Non-Profit](#)

[View image in PDF format](#)

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 DeFina
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. KINDT
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

**ARTICLES OF INCORPORATION
OF
WestCare GulfCoast - Florida, Inc.**

FILED
01 FEB 21 PM 8:06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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 3rd Street South in the City of St. Petersburg, Pinellas County, Florida. The mailing address of said corporation is 341 3rd 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.

15th 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:

15000 Citrus Country Rd. Ste 105
Dade City, FL 33525

Nekesha Nash

Signature Date: 4/15/2022

Accredited By: CARF

Effective Date:

License Type: Regular

Expiration Date: 4/14/2023

Site: Davis Bradley

1735 Dr. Martin Luther King Jr.
Street South
St. Petersburg, FL 33705

Nekesha Nash

Signature Date: 7/14/2021

Accredited By: CARF

Effective Date: 7/16/2021

License Type: Regular

Expiration Date: 7/15/2022

Site: Pinellas County
Outpatient

8800 49th Street North Ste 403
Pinellas Park, FL 33782

Nekesha Nash

Signature Date: 7/14/2021

Accredited By: CARF

Effective Date: 7/16/2021

License Type: Regular

Expiration Date: 7/15/2022

Site: Zephyrhills Outpatient

7068 Fort King Road
Zephyrhills, FL 33541

Nekesha Nash

Signature Date: 7/14/2021

Accredited By: CARF

Effective Date: 7/16/2021

License Type: Regular

Expiration Date:

Site: Port Richey
Outpatient

6448 Ridge Road
New Port Richey, FL 34668

Nekesha Nash

Signature Date: 7/14/2021

Accredited By: CARF

Effective Date: 7/16/2021

License Type: Regular

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)

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		Signature Date: 7/14/2021
Accredited By: CARF			Effective Date: 7/16/2021
License Type: Regular			Expiration Date: 7/15/2022
Site: Pinellas County Outpatient	8800 49th Street North Ste 403 Pinellas Park, FL 33782		Signature Date: 7/14/2021
Accredited By: CARF			Effective Date: 7/16/2021
License Type: Regular			Expiration Date: 7/15/2022
Site: Zephyrhills Outpatient	7068 Fort King Road Zephyrhills, FL 33541		Signature Date: 7/14/2021
Accredited By: CARF			Effective Date: 7/16/2021
License Type: Regular			Expiration Date: 7/15/2022
Site: Port Richey Outpatient	6448 Ridge Road New Port Richey, FL 34668		Signature Date: 7/14/2021
Accredited By: CARF			Effective Date: 7/16/2021
License Type: Regular			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.

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



Signature Date: 7/14/2021

Accredited By: CARF

St. Petersburg, FL 33705

Effective Date: 7/16/2021

License Type: Regular

Bed Capacity: 266

Nekesha Nash

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)

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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		Signature Date: 7/14/2020 Effective Date: 7/16/2021 Expiration Date: 7/15/2022
Accredited By: CARF			
License Type: Regular			
Site: Port Richey Outpatient	6448 Ridge Road New Port Richey, FL 34668		Signature Date: 7/14/2020 Effective Date: 7/16/2021 Expiration Date: 7/15/2022
Accredited By: CARF			
License Type: Regular			
Site: Davis Bradley	1735 Dr. Martin Luther King Jr. Street South St. Petersburg, FL 33705		Signature Date: 7/14/2020 Effective Date: 7/16/2021 Expiration Date: 7/15/2022
Accredited By: CARF			
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

Prevention Services Selective

located at:

Site: Davis Bradley

1735 Dr. Martin Luther King Jr.
Street South



Signature Date: 7/14/2021

Accredited By: CARF

St. Petersburg, FL 33705

Effective Date: 7/16/2021

License Type: Regular

Nekesha Nash

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.

License Number
LIC-1045832

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

License Type: Regular

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)

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



Signature Date: 7/14/2021

Accredited By: CARF

Effective Date: 7/16/2021

License Type: Regular

Nekesha Nash

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.