

HUMAN SERVICES SUBRECIPIENT FUNDING AGREEMENT  
CRIMINAL JUSTICE, MENTAL HEALTH, AND SUBSTANCE ABUSE REINVESTMENT GRANT  
Legistar ID Number: 22-0160D

THIS AGREEMENT (Agreement), effective upon the date written below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**COUNTY**," and **PINELLAS EX-OFFENDER RE-ENTRY COALITION**, a non-profit Florida corporation, whose address is 12810 US HWY 19 N, Suite 1. Clearwater, FL 33764, hereinafter called the "**AGENCY**."

WITNESSETH:

WHEREAS, the **COUNTY** desires to provide for local community mental health and substance abuse treatment services within Pinellas County; and

WHEREAS, the **COUNTY** is committed to both enhancing the delivery of human services and increasing citizen access to those services; and

WHEREAS, the health and well-being of Pinellas County residents is critical for a prosperous and sustainable community; and

WHEREAS, health is influenced by many factors beyond genetics and medical care, including the social, economic, service, and physical environments, both natural and built, and conditions in which people live, learn, work, play, and age. These environments and conditions are known as the social determinants of health; and

WHEREAS, policies implemented by the **COUNTY** related to food access, housing, transportation, public safety, education, criminal justice, and economic development significantly affect health inequities and the social determinants of health; and

WHEREAS, in 2015 HUD established a commitment to Housing First, defined as an approach to homeless assistance that prioritizes rapid placement and stabilization in permanent housing and does not have service participation requirements or preconditions such as sobriety or

a minimum income threshold and includes the minimum components: 1) removing barriers to entry; 2) establishing a coordinated entry system; 3) practicing client-centered service delivery; 4) prioritizing households most in need; and 5) ensuring inclusive decision-making; and

WHEREAS, the local Continuum of Care (COC) encourages and supports all programs that serve homeless individuals and families to operate from a Housing First model; and

WHEREAS, on August 9, 2016, the Board of County Commissioners adopted Resolution 16-53, endorsing Housing First and the Coordinated Entry System in support of the COC; and

WHEREAS, the **COUNTY** is committed to working closely with the **AGENCY** to support continued incorporation of Housing First best practices;

WHEREAS, the **COUNTY**, in partnership with local providers and stakeholders, applied for and received a State Grant Award from the Department of Children and Families (DCF), hereinafter referred to as the grantor, under the 2021 Criminal Justice, Mental Health and Substance Abuse Reinvestment Grant (CJMHSR), hereinafter referred to as “the grant”; and

WHEREAS, the Grant will fund the Complex Case Reintegration Program (CCRP), hereinafter referred to as the “Project” or “Grant Program”; and

WHEREAS, the purpose of this Agreement is to facilitate the administration of Grant funds and to implement the Project through mutual understanding of the procedures and expectations of each party under the Grant; and

WHEREAS, the **COUNTY** has determined the **AGENCY** receiving funds under this State program is a subrecipient; and

WHEREAS, the **COUNTY** recognizes that the **AGENCY** responds to critical needs within the community; and

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

**1. Recitals**

The above “WHEREAS” clauses are incorporated into and are made a part of this Agreement.

**2. Specific Grant Information.**

This project shall be undertaken and accomplished in accordance with the terms and conditions specified herein and the Appendices named below, which are attached hereto and by reference incorporated herein: Appendix A contains the Grant Application, Appendix B contains the Project Budget, Appendix C contains the DCF Grant Notice of Award and Agreement, Appendix D contains Grant Funding Conditions. As a requirement for submitting the Grant Application to Grantor, Grantee executed certifications similar to those found in Appendix D.

- a) Name of the Grant awarding agency: Florida Department of Children and Families
- b) Sub-contractor: Pinellas Ex-offender Re-entry Coalition, the **AGENCY**
- c) Other Grant partners: Pinellas County and WestCare Gulfcoast Florida.
- d) Grant Program and Funding Term: March 1, 2022 – February 28, 2025
- e) Total Grant award allocated to **COUNTY** by Grantor: \$1,200,000.00
- f) Total Amount of Grant Award allocated to **AGENCY** for Term of Grant: \$570,000.00
- g) Total value of in-kind match that **AGENCY** commits to Grant Program: \$436,906.00
- h) Grant Project Description: The Project will enhance community-based intensive case management/navigator staffing to assist justice-involved adults with complex needs who have histories of substance use, mental health, and/or co-occurring mental health disorders.

**3. Scope of Services.**

The **AGENCY** will act as grant program director and provide services to support the 2021 Criminal Justice, Mental Health and Substance Abuse Reinvestment Grant, including:

- a) Hire, train, and maintain the staff to support the program as follows:
  - i. One (1) Full-time equivalent (FTE) Program Manager, to dedicate one hundred percent (100%) of their time and effort to providing day-to-day grant program oversight and monitoring, team collaboration, data collection, and reporting.
  - ii. Two (2) Full-time equivalent (FTE) Case Managers, to dedicate one hundred percent (100%) of their time and effort to providing comprehensive case management services to participants in the grant program.
  - iii. This staffing model may be adjusted from time to time to support the needs of the program, with approval from the Grantor and by written agreement of the parties, without the need to amend this agreement.
- b) Provide enhanced services to a minimum of 105 adults over the performance period, including, but not limited to: intensive case management, transitional housing, vocational services, and workforce support.
- c) Provide supervisory, operational, and in-kind services as outlined in Appendices A, B, and C.
- d) Lead and participate in regular grant meetings including weekly staff meetings, monthly grant team meetings, and quarterly stake holder meetings.

**4. Term of Agreement.**

The term of this Agreement commences upon execution of this Agreement by both Parties and shall expire on February 28, 2025. Following commencement of this Agreement,



reimbursement for services and costs rendered by **AGENCY** on or after March 1, 2022, may be invoiced.

Services shall not be rendered until **COUNTY** gives **AGENCY** notice that Grant program costs can be incurred. This Agreement may be renewed based on the expiration of the initial term, by mutual agreement of the parties in writing. This option shall be exercised only if all terms and conditions remain the same.

**5. Compensation.**

a) The **COUNTY** agrees to pay the **AGENCY** an amount not to exceed One Hundred and Ninety Thousand Dollars (\$190,000.00) per fiscal year, for a total three-year Grant Award amount not to exceed Five Hundred and Seventy Thousand Dollars (\$570,000.00), for the services described in Section 3 of this Agreement. Compensation and annual budget may be adjusted, within the total Grant Award, without amendment to this Agreement and with written approval from the **COUNTY**, in compliance with the Grant and as approved by Grantor.

b) All requests for reimbursement payments must be submitted on a monthly basis and shall consist of an invoice for the monthly amount, signed by an authorized **AGENCY** representative, and accompanied by receipts, timecards, paystubs, canceled checks, time and effort sheets, or other documents specific to grant. Invoices shall be sent electronically to the Contract Manager on a monthly basis within thirty (30) days of the end of the month. The **COUNTY** shall not reimburse the **AGENCY** for any expenditures in excess of the amount budgeted without prior approval or notification. Invoicing due dates may be shortened as necessary to meet fiscal year deadlines or grant requirements.

c) The **COUNTY** shall reimburse to the **AGENCY** in accordance with the Florida Prompt Payment Act upon receipt of invoice and required documentation. When the required

documentation and/or reports are incomplete or untimely, the **COUNTY** may withhold payment until such time as the **COUNTY** accepts the remedied documentation and/or reports.

d) Any funds used in conjunction with travel must be made in accordance with Florida Statute 112.061 or other policies as may be approved by Pinellas County Human Services in advance of travel.

e) The **COUNTY** shall reimburse to the **AGENCY** in accordance with state guidelines, upon receipt of proper invoice and required documentation by the Finance Division of the Clerk of the Circuit Court.

f) Any funds expended in violation of this Agreement or in violation of appropriate federal, state, and county requirements shall be refunded in full to the **COUNTY**. If this Agreement is still in force, future payments may be withheld by the **COUNTY**.

g) **AGENCY** shall track program income generated from services provided under this Agreement and provide a report on program income to the **COUNTY** with each invoice submission. **AGENCY** shall reinvest the program income into the program as approved by the **COUNTY** and/or deduct the program income from reimbursement requests. **AGENCY** shall provide **COUNTY** with program income policy as applicable.

## **6. Performance Measures.**

The **AGENCY** agrees to submit a quarterly report to the **COUNTY**, consistent with the performance measures in per Appendix C created in collaboration with the **AGENCY** and as approved by the **COUNTY**. The **COUNTY** reserves the right to amend these data elements, performance measures, or reports as necessary and required by the Grantor to ensure that the overall programmatic purpose is demonstrated, quantified, and achieved. This report shall be submitted to the **COUNTY** no later than ten (10) days following the end of the quarter. Where no

activity has occurred within the preceding period, the **AGENCY** shall provide a written explanation for non-activity during the quarter, and no payments will be due and/or reimbursed.

The report formats shall be prescribed and provided by the **COUNTY**.

## **7. Personnel**

a) **Qualified Personnel.** **AGENCY** 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.

b) **Approval and Replacement of Personnel.** The **COUNTY** shall have the right to approve all **AGENCY** Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the **AGENCY** shall provide at least ten (10) days written notice of the names and qualifications of the **AGENCY** Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the **AGENCY** shall promptly and as required by the **COUNTY** provide written notice of the names and qualifications of any additional **COUNTY** 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 **AGENCY** Personnel performing Services, at any time during the term of the Agreement. The **COUNTY** will notify **AGENCY** in writing in the event the **COUNTY** requires such action. **AGENCY** 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 **AGENCY** Personnel are prohibited by applicable law from providing Services, removal and

replacement of such **AGENCY** Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe.

c) The **AGENCY** shall, within three (3) business days of changes, submit written notification by electronic mail to their Contract Manager if any of the following positions are to be changed and identify the individual and qualifications of the successor or plan to recruit a successor:

- i. Chief Executive Officer (CEO)
- ii. Chief Operations Officer (COO)
- iii. Chief Financial Officer (CFO)
- iv. Chief Information Technology Officer (CITO) or
- v. Any other equivalent position within the **AGENCY**'s Organizational chart.
- vi. Integral personnel funded through this Agreement or direct Supervisors of personnel funded through this Agreement

**8. Housing First and Coordinated Entry.**

a) **AGENCY** agrees to support the Housing First philosophy and participate in coordinated entry as established and implemented by the local Continuum of Care.

b) **AGENCY** agrees to operate from a low-barrier model, defined as homeless assistance that prioritizes rapid placement and stabilization in permanent housing and does not have service participation requirements or preconditions such as sobriety or a minimum income threshold and includes the minimum components: 1) removing barriers to entry; 2) establishing a coordinated entry system; 3) practicing client-centered service delivery; 4) prioritizing households most in need; and 5) ensuring inclusive decision-making.

c) **AGENCY** agrees to provide **COUNTY** with an annual Housing First/Low Barrier Questionnaire as adopted by the HLA at the start of each contract period.

d) **AGENCY** agrees to demonstrate status and efforts of the Housing First model upon request by the **COUNTY**.

**9. Pinellas Homeless Management Information System (PHMIS).**

**AGENCY** agrees to participate in and enter information into the Pinellas Homeless Management Information System (PHMIS) administered by the Pinellas Homeless Leadership Alliance (HLA), or similar system as required by the Pinellas County Homeless Continuum of Care, if deemed applicable.

**10. Multiparty Release of Information Form.**

As a condition of receipt of a funding award from **COUNTY**, the **AGENCY** agrees to use and promote the use of a standard, community-wide Patient Authorization for Disclosure of Health Information - Multiparty Release of Information Form, upon request. The release covers general medical as well as Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), psychiatric, psychological, substance abuse information from medical record(s) in accordance with Florida Statutes 394.459, 381.004, 395.3025, and 90.503; 42 CFR, Part 2; and the Health Insurance Portability and Accountability act of 1996 (HIPAA) 45 CFR parts 160 and 164.

**11. Data Sharing.**

The **AGENCY** agrees to share data as outlined in the Data Sharing Agreement, incorporated by reference hereto and attached as Attachment 1, and to and provide program and other information in an electronic format to the **COUNTY** for the sole purpose of data collection, research and policy development.

**12. Monitoring.**

**AGENCY** will work with **COUNTY** to meet the requirements of the grant's monitoring and reporting program performance. This may include, but is not limited to, the following:

- a) **AGENCY** will comply with **COUNTY** and departmental policies and procedures.
- b) **AGENCY** will cooperate in monitoring site visits including, but not limited to, review of staff, fiscal and client records, programmatic documents, and will provide related information at any reasonable time.
- c) **AGENCY** will submit other reports and information in such formats and at such times as may be prescribed by the **COUNTY**.
- d) **AGENCY** shall submit reports on any monitoring of the program funded in whole or in part by the **COUNTY** that are conducted by federal, state or local governmental agencies or other funders within 10 days of the **AGENCY**'s receipt of the monitoring report.
- e) If the **AGENCY** receives licensing and accreditation reviews, each review shall be submitted to the **COUNTY** within ten (10) days of receipt by the **AGENCY**.
- f) All monitoring reports will be as detailed as may be reasonably requested by the **COUNTY** and will be deemed incomplete if not satisfactory to the **COUNTY** as determined in its sole reasonable discretion. Reports will contain the information or be in the format as may be requested by the **COUNTY**. If approved by the **COUNTY**, the **COUNTY** will accept a report from another monitoring agency in lieu of reports customarily required by the **COUNTY**.

**13. Grant Requirements.**

- a) The **AGENCY** will ensure that all reimbursed expenditures will be made in compliance with grant requirements.
- b) The **AGENCY** agrees to submit any paperwork required by the Grantor to stay in compliance.

c) The **AGENCY** will maintain documentation as necessary to demonstrate compliance with required grant guidelines and will make documentation available upon request and during monitoring visits.

d) The **AGENCY** will participate in monitoring of grant funded activities as determined necessary for compliance under state award **LH834**.

e) If, in the **COUNTY'S** sole discretion, **AGENCY** has a history of failure to comply with the general or specific terms and conditions of the grant award, or fails to meet expected performance goals or is not otherwise responsible, the **COUNTY** may impose additional award conditions as appropriate.

**14. Documentation.**

The **AGENCY** shall maintain and provide the following documents upon request by the **COUNTY** within three (3) business days of receiving the request, as applicable:

- a) Articles of Incorporation
- b) **AGENCY** By-Laws
- c) Past 12 months of financial statements and receipts
- d) Membership list of governing board
- e) All legally required licenses
- f) Latest agency financial audit and management letter
- g) Biographical data on the **AGENCY** chief executive and program director
- h) Equal Employment Opportunity Program
- i) Inventory system – (equipment records)
- j) IRS Status Certification/501 (c) (3)
- k) Current job descriptions for staff positions and **AGENCY** Organizational Chart

- l) Match documentation

**15. Emergency, Disaster, or Critical Event Response.**

Community partners are critical to effective community response in a disaster. **AGENCY** must effectively prepare their organization for continuity of services as necessary prior, during, and post disaster and must be ready to respond to community needs as determined appropriate and necessary by the **COUNTY** under this agreement. At a minimum, this may include:

- a) **AGENCY** will work with the **COUNTY**, through its Human Services and Emergency Management Departments, to prepare and respond in the event of an emergency, disaster, or critical event response.

- b) **AGENCY** will work on its Continuity of Operations Plan and Disaster Response Plan in coordination with the **COUNTY**, as set forth above, including staffing plans where necessary and appropriate.

- c) The **COUNTY** agrees to continue funding this Agreement for a period of at least sixty (60) days after a disaster has been declared, provided the program agrees to address needs for disaster response and recovery efforts as directed by the **COUNTY**, unless otherwise indicated by a superseding authority such as state or federal government or licensing body. This period may be extended within the current contract period at the discretion of the Human Services Director.

- d) The **COUNTY** will seek to leverage the contracted skills and services of the **AGENCY**, as appropriate or applicable; however, other duties may be assigned as required by the **COUNTY** for response. This may include reassignment of **COUNTY** funded staff and resources under the agreement or other dedicated **AGENCY** assistance to aid with community response.

- e) Cooperative plans regarding preparedness and emergency event operations will be developed and maintained by the **COUNTY** and **AGENCY** as necessary for response. These



plans will be implemented using the County's established activation process for events. For man-made or sudden onset events the **COUNTY** and **AGENCY** will discuss community impacts and decide how best to meet the community's response. Along with immediate response, **AGENCY** agrees to participate in follow-up activities to help stabilize the community in a coordinated manner such as resource connection events, outreach, and adjustments to service delivery to meet needs.

f) If **AGENCY** is unwilling to perform duties as described in this Section, payments may be withheld at the direction of the Director of Human Services until operations continue.

g) **AGENCY** will track and maintain detailed operational records when activated.

**16. Special Situations.**

**AGENCY** agrees to inform **COUNTY** within one (1) business day of any circumstances or events which may reasonably be considered to jeopardize its capability to continue to meet its obligations under the terms of this Agreement. Circumstances or events may include, but are not limited to, those resulting in injury, media coverage or public reaction that may have an impact on the **AGENCY's** or **COUNTY's** ability to protect and serve its participants, or other significant effect on the **AGENCY** or **COUNTY**. Circumstances or events shall be reported to the designated **COUNTY** contact in the form prescribed by the **COUNTY**.

**17. Amendment/Modification.**

In addition to applicable federal, state and local statutes and regulations, this Agreement expresses the entire understanding of the parties concerning the matters covered herein. Unless specifically indicated herein, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved by the

parties. Budget or operational modifications that do not result in an increase of funding, change the underlying public purpose of this Agreement or otherwise amend the terms of this Agreement shall be submitted in the format prescribed and provided by the **COUNTY** which is hereto and incorporated herein as Attachment 2.

**18. Closeout**

a) Upon termination in whole or in part, the parties hereto remain responsible for compliance with the requirements of the grant.

b) This Agreement will not terminate until **GRANT** Closeout is completed consistent with **GRANT** requirements detailed in the Appendices attached hereto, and to the satisfaction of the **COUNTY**. Such requirements shall include but are not limited to submitting final reports and providing program deliverables and closeout information as requested by **COUNTY**, and/or **GRANTOR**.

c) All invoices and requests for reimbursement shall be submitted within 30 days following the end of the **GRANT** project and budget period, unless preapproved by Human Services.

d) This provision shall survive the expiration or termination of this Agreement.

**19. Termination.**

a) The **COUNTY** reserves the right to cancel this Agreement without cause by giving thirty (30) days prior notice to the **AGENCY** in writing of the intention to cancel, or with cause if at any time the **AGENCY** fails to fulfill or abide by any of the terms or conditions specified. Failure of the **AGENCY** to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and shall be cause for immediate termination of the Agreement at the discretion of the **COUNTY**.

b) In the event sufficient budgeted funds are not available for a new fiscal period or are otherwise encumbered, the **COUNTY** shall notify the **AGENCY** of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the **COUNTY**.

c) In the event the **AGENCY** uses any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, the **AGENCY** shall repay such amount and, at the option of the **COUNTY**, be deemed to have waived the privilege of receiving additional funds under this Agreement.

**20. Assignment/Subcontracting.**

a) 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.

b) The **AGENCY** is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. The **AGENCY** 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.

**21. 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.

**22. Indemnification.**

The **AGENCY** 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 **AGENCY**; 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; except only such injury or damage as shall have been occasioned by the sole negligence of the **COUNTY**.

**23. HIPAA.**

a) The **AGENCY** agrees to execute a HIPAA Business Associate Agreement upon execution of this Agreement.

b) The **AGENCY** is a HIPAA Covered Entity and **AGENCY** agrees to use and disclose Protected Health Information in compliance with the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and shall disclose any policies, rules or regulations enforcing these provisions upon request.

**24. Insurance.**

The **AGENCY** shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment 3 and provide a Certificate of Insurance to the

COUNTY. The insurance requirements shall remain in effect throughout the term of this Agreement.

**25. Public Entities Crimes.**

The AGENCY is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to the COUNTY that the AGENCY is qualified to transact business with public entities in Florida and that its performance of the Agreement will comply with all applicable laws including those referenced herein. The AGENCY represents and certifies that the AGENCY is and will at all times remain eligible for and perform the services subject to the requirements of these, and other applicable, laws. The AGENCY agrees that any contract awarded to the AGENCY will be subject to termination by the COUNTY if the AGENCY fails to comply or to maintain such compliance.

**26. Business Practices.**

a) The AGENCY shall utilize financial procedures in accordance with generally accepted accounting procedures and Florida Statutes, including adequate supporting documents, to account for the use of funds provided by the COUNTY

b) The AGENCY shall retain all records (programmatic, property, personnel, and financial) relating to this Agreement for six (6) years after completion of the Project.

c) All AGENCY records relating to this Agreement shall be subject to audit by the COUNTY and the AGENCY shall provide an independent audit to the COUNTY, if so requested by the COUNTY.

**27. Public Records.**

The AGENCY 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. The **AGENCY** 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 the **AGENCY** policies, including but not limited to the Section 119.0701, Florida Statutes. Specifically, section 119.0701 requires **AGENCY** perform the following:

- a) Keep and maintain public records required by the **COUNTY** to perform the service.
- b) Upon request from the **COUNTY**'s custodian of public records, provide the **COUNTY** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c) Ensure that public records that are deemed exempt and/or confidential are exempted from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the **AGENCY** does not transfer the records to the **COUNTY**.
- d) Upon completion of the contract, transfer, at no cost to the **COUNTY**, all public records in possession of the **AGENCY** or keep and maintain public records required by the **COUNTY** to perform the service. If the contractor transfers all public records to the **COUNTY** upon completion of the contract, the **AGENCY** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **AGENCY** keeps and maintains public records upon completion of the contract, the **AGENCY** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the **COUNTY**, upon request from the **COUNTY**'s public agency's custodian of public records, in a format that is compatible with the information

technology systems of the **COUNTY**.

IF THE **AGENCY** HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE **AGENCY'S** DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Public Records Liaison  
440 Court St., 2<sup>nd</sup> Floor  
[astanton@pinellascounty.org](mailto:astanton@pinellascounty.org)  
(727) 464-8437

**28. Nondiscrimination.**

a) Pursuant to Section 2.02(e) of the Pinellas County Code Protection of human rights, the **COUNTY** shall establish provisions, pursuant to state and federal law, for protection of human rights from discrimination based upon religion, political affiliation, race, color, age, sex, or national origin by providing and ensuring equal rights and opportunities for all people of Pinellas County.

b) The **AGENCY** shall not discriminate against any applicant for employment or employee with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment or against any client because of age, sex, race, ethnicity, color, religion, national origin, disability, marital status, or sexual orientation.

c) The **AGENCY** shall not discriminate against any person on the basis of age, sex, race, ethnicity, color, religion, national origin, disability, marital status or sexual orientation in admission, treatment, or participation in its programs, services and activities.

d) The **AGENCY** shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

e) At no time will clients served under this Agreement be segregated or separated in a manner that may distinguish them from other clients being served by the **AGENCY**.

**29. Conflicts of Interest.**

a) No officer, member, or employee of the **COUNTY**, and no member of its governing body, and no other public official of the governing body of any locality in which the program is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of this program, shall participate in any decisions relating to this Agreement which affect his/her personal interest or the interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested; nor shall any such officer, member, or employee of the **COUNTY**, or any member of its governing body, or public official of the governing body, or public official of the governing body of any locality in which the program is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this program, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

b) The **AGENCY** 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 **AGENCY** is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the **AGENCY** may identify the prospective business association, interest or circumstance, the nature of work that the **AGENCY** 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 **AGENCY**. The **COUNTY** agrees to notify the **AGENCY** of its opinion within (10) calendar days of receipt of notification by the **AGENCY**, which shall be binding on the **AGENCY**.



**30. Independent Contractor.**

It is expressly understood and agreed by the parties that **AGENCY** is at all times hereunder acting and performing as an independent contractor and not as an agent, servant, or employee of the **COUNTY**. No agent, employee, or servant of the **AGENCY** shall be, or shall be deemed to be, the agent or servant of the **COUNTY**. None of the benefits provided by the **COUNTY** to their employees including, but not limited to, Worker's Compensation Insurance and Unemployment Insurance are available from **COUNTY** to the employees, agents, or servants of the **AGENCY**.

**31. Additional Funding.**

Funds from this Agreement shall not be used as the matching portion for any federal grant only except in the manner provided by federal and state law and applicable federal and state rules and regulations. The **AGENCY** agrees to make all reasonable efforts to obtain funding from additional sources wherever said **AGENCY** may qualify. Should this Agreement reflect a required match, documentation of said match is required to be provided to the **COUNTY**.

**32. Governing Law.**

The laws of the State of Florida shall govern this Agreement.

**33. Conformity to the Law.**

The **AGENCY** shall comply with all federal, state and local laws and ordinances and any rules or regulations adopted thereunder.

**34. E-Verify.**

a) The **AGENCY** must register with and use the E-verify system in accordance with Florida Statute 448.095. **AGENCY** shall submit an affidavit of compliance with this section at the start of this agreement.

b) If **AGENCY** enters a contract with a Subcontractor, the Subcontractor must provide the **AGENCY** 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.

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

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

e) 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. **AGENCY** acknowledges upon termination of this agreement by the **COUNTY** for violation of this section by **AGENCY**, **AGENCY** may not be awarded a public contract for at least one (1) year. **AGENCY** acknowledges that **AGENCY** is liable for any additional costs incurred by the **COUNTY** as a result of termination of any contract for a violation of this section.

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

**35. Prior Agreement, Waiver, and Severability.**

This Agreement supersedes any prior Agreements between the Parties and is the sole basis for agreement between the Parties in regard to this matter. The waiver of either party of a violation or default of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent violation or default hereof. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**36. Agreement Management.**

Pinellas County Human Services designates the following person(s) as the liaison for the  
**COUNTY:**

Abigail Stanton, Contracts Division Director  
Pinellas County Human Services  
440 Court Street, 2<sup>nd</sup> Floor  
Clearwater, Florida 33756  
[astanton@pinellascounty.org](mailto:astanton@pinellascounty.org)

**AGENCY** designates the following person(s) as the liaison:

Michael Jalazo, Executive Director  
Pinellas Ex-offender Re-entry Coalition  
12810 US HWY 19 N, Suite 1.  
Clearwater, FL 33764  
[mjalazo@exoffender.org](mailto:mjalazo@exoffender.org)  
727-954-3993

SIGNATURE PAGE FOLLOWS

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed on the day and year written below.

PINELLAS COUNTY, FLORIDA, by and through its County Administrator

By:   
\_\_\_\_\_  
Barry A. Burton

Date: April 18th, 2022

APPROVED AS TO FORM  
By: Matthew Tolnay  
Office of the County Attorney

PINELLAS EX-OFFENDER RE-ENTRY COALITION

By:   
\_\_\_\_\_  
Executive Director  
\_\_\_\_\_  
Title

Date: 04/13, 2022



**RESPONSE TO:  
Department of Children and Families  
Office of Substance Abuse and Mental Health**

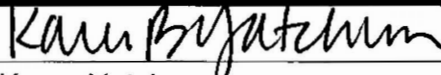
**Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant  
GRANT #: DCF RFA 2021 001**

**Complex Case Reintegration Program Proposal**

### 3.7.1 Tab 1:

#### APPENDIX C – COVER PAGE FOR GRANT APPLICATION

##### Criminal Justice, Mental Health and Substance Abuse Reinvestment Grant

PROPOSAL INFORMATION		
Type of Grant:	Planning Grant <input type="checkbox"/>	Implementation and Expansion Grant <input checked="" type="checkbox"/>
Project Title:	Complex Case Reintegration Program	
County(ies):	Pinellas County	
Preferred Project Start Date:	7/1/2021	
APPLICANT INFORMATION		
Type of Applicant	County Government <input checked="" type="checkbox"/> Consortium of County Governments <input type="checkbox"/> Managing Entity <input type="checkbox"/> NFP Community Provider <input type="checkbox"/> Law Enforcement Agency <input type="checkbox"/>	
Applicant Organization Name:	Pinellas County	
Contact Name & Title:	Gabriela Piloseno, Justice Programs Analyst	
Street Address	440 Court Street, 2nd Floor	
City, State and Zip Code:	Clearwater, FL 33756	
Email:	gpiloseno@pinellascounty.org	
Phone:	727-453-7503	
ADDITIONAL CONTACT		
Participating Organization Name:	Pinellas County	
Contact Name & Title:	Tim Burns, Director of Programs	
Street Address	440 Court St., 2nd Floor	
City, State and Zip Code:	Clearwater, FL 33756	
Email:	tburns@pinellascounty.org	
Phone:	727-464-8441	
FUNDING REQUEST AND MATCHING FUNDS		
	Total Amount of Grant Funds Requested	Total Matching Funds:
Program Year 1	\$400,000	\$400,000
Program Year 2	\$400,000	\$400,000
Program Year 3	\$400,000	\$400,000
<b>Total Project Cost</b>	<b>\$1,200,000</b>	<b>\$1,200,000</b>
CERTIFYING OFFICIAL		
Certifying Official's Signature:		
Certifying Official's Name (printed):	Karen Yatchum	
Title:	Interim Director, Pinellas County Human Services	
Date:	3-4-21	

APPROVED AS TO FORM  
 By: Matthew Tolnay  
 Office of the County Attorney

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### **3.7.3 Tab 3: Statement of Mandatory Assurances**

**The application must include a completed Statement of Mandatory Assurances, Appendix D, initialed by a duly authorized official.**

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**



**APPENDIX D – STATEMENT OF MANDATORY ASSURANCES**

		Initial
A.	<b>Infrastructure:</b> The Applicant shall possess equipment and Internet access necessary to participate fully in this solicitation.	KBY
B.	<b>Site Visits:</b> The Applicant will cooperate fully with the Department in coordinating site visits, if desired by the Department.	KBY
C.	<b>Non-discrimination:</b> The Applicant agrees that no person will, on the basis of race, color, national origin, creed or religion be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination pursuant to the Act governing these funds or any project, program, activity or sub-grant supported by the requirements of, (a) Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended which prohibits discrimination the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended which prohibits discrimination in employment or any program or activity that receives or benefits from federal financial assistance on the basis of handicaps; (d) Age Discrimination Act 1975, as amended which prohibits discrimination on the basis of age, (e) Equal Employment Opportunity Program (EEO) must meets the requirements of 28 CFR 42.301.	KBY
D.	<b>Lobbying:</b> The Applicant is prohibited by Title 31, USC, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," from using Federal funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal funds if grants and/or cooperative agreements exceed \$100,000 in total costs (45 CFR Part 93).	KBY
E.	<b>Drug-Free Workplace Requirements:</b> The Applicant agrees that it will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76.	KBY
F.	<b>Smoke-Free Workplace Requirements:</b> Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library projects to children under the age of 18, if the projects are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's projects provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for Inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.	KBY
G.	<b>Compliance and Performance:</b> The Applicant understands that grant funds in Years 2 and 3 are contingent upon compliance with the requirements of this grant program and demonstration of performance towards completing the grant key activities and meeting the grant objectives, as well as availability of funds.	KBY
H.	<b>Certification of Non-supplanting:</b> The Applicant certifies that funds awarded under this solicitation will not be used for programs currently being paid for by other funds or programs where the funding has been committed.	KBY
I.	<b>Submission of Data:</b> The Applicant agrees to provide data and other information requested by the Criminal Justice, Mental Health, and Substance Abuse Technical Assistance Center at the Florida Mental Health Institute to enable the Center to perform the statutory duties established in the authorizing legislation.	KBY
J.	<b>Submission of Reports:</b> The Applicant agrees to submit quarterly progress reports and quarterly fiscal reports, signed by the County Administrator, to the Department.	KBY

APPROVED AS TO FORM  
 By Matthew Tolnay  
 Office of the County Attorney

### **3.7.4 Tab 4: Match Commitment & Summary Forms**

**The application must include a Match Collection Summary Report, Appendix I, summarizing the proportions of cash and in-kind match.**

**The application must include a signed Commitment of Match Donation Form, Appendix H, from each match donor, to verify cash and attach valuation to in-kind contributions.**

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**Appendix I - MATCH SUMMARY**  
**(for the entire grant period)**

Date - 3-4-21

County - Pinellas County

Type of Grant - Implementation

Match Requirement Percentage - 100%

**Total Match Required for the Grant \$ 1,200,000.00**

**Match Committed:**

Cash	\$ <u>0.00</u>
In-Kind	\$ <u>1,200,000.00</u>
Total	\$ <u>1,200,000.00</u>

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Prepared By Gabriela Piloseno

Approved By Kam Byatchun

**APPROVED AS TO FORM**  
By: Matthew Yohny  
Office of the County Attorney

APPENDIX H – COMMITMENT OF MATCH DONATION FORMS

(FOR THE ENTIRE GRANT PERIOD)

TO: (name of county) N/A  
FROM: (donor name) Pinellas County Human Services  
ADDRESS: 440 Court Street, 2<sup>nd</sup> Floor, Clearwater, FL 33756

The following    space,    equipment,    goods or supplies, and X services, are provided by the County for the period 7/1/21 to 6/30/24.

**Description and Basis for Valuation (See next page)**

<u>Description</u>	<u>Value</u>
(1) <u>0.05 FTE Behavioral Health Data Scientist</u>	<u>\$ 22,915</u>
(2) <u>Healthcare for the Homeless (HCH) Program</u>	<u>\$ 5,334</u>
(3) <u>Cooperative Agreements to Benefit Homeless Individuals (CABHI)</u>	<u>\$ 24,431</u>
(4) <u>Other: SOAR services, permanent housing supports, workforce development, and staff time for additional, non-grant personnel who may assist with this project.</u>	<u>\$ 7,320</u>
TOTAL VALUE: <u>\$60,000.00</u>	

The above donation is not currently included as a cost (either direct or matching) of any state or federal contract or grant, nor has it been previously purchased from or used as match for any state or federal contract.

Karen B Yatchum

(Donor & County Designee Signature)

Karen Yatchum  
Interim Director, Pinellas County Human Services

3-4-21

(Date)

APPROVED AS TO FORM  
By: Matthew Tolnay  
Office of the County Attorney

**Appendix H (cont.)**  
**BASIS OF VALUATION**

**Building/Space**

1. Donor retains title:
  - a. Fair commercial rental value - Substantiated in provider's records by written confirmation(s) of fair commercial rental value by qualified individuals, e.g., Realtors, property managers, etc.
  - b. (1) Established monthly rental of space \$ NA  
 (2) Number of months donated during the contract NA  
 Value to the project [b.(1) X b.(2)] \$ NA
2. Title passes to the County:
 

**Depreciation**

  - a. Cost of Fair Market Value (FMV) at acquisition (excluding land) \$ NA
  - b. Estimated useful life at date of acquisition NA yrs.
  - c. Annual depreciation (a./b.) \$ NA
  - d. Total square footage NA sq. ft.
  - e. Number of square feet to be used on the grant program NA sq. ft.
  - f. Percentage of time during contract period the project will occupy the building or space NA %  
 Value to project (e./d. X f. X c.) \$ NA
3. **Use Allowance**
  - a. To be used in the absence of depreciation schedule (i.e., when the item is not normally depreciated in the County's accounting records).
  - b. May include an allowance for space as well as the normal cost of upkeep, such as repairs and maintenance, insurance, etc.

**Equipment**

1. Donor retains title: Fair Rental Value
2. Title passes to County:
  - a. FMV at time of donation \$ NA  
or
  - b. Annual value to project (not to exceed 6 2/3% X a.) = \$ NA

**Goods or Supplies**

FMV at time of donation

**Personnel Services**

1. 0.05 FTE Pinellas County Behavioral Health Data Scientist:  
 \$111,404.80 (salary) + \$41,364.84 (benefits) = \$152,769.64 per year  
 \$152,769.64 X 5% (104 hours per year) X 3 years to be provided = \$ 22,915.45

APPENDIX H – COMMITMENT OF MATCH DONATION FORMS

(FOR THE ENTIRE GRANT PERIOD)

TO: (name of county) Pinellas County  
 FROM: (donor name) Pinellas Ex-Offender Reentry Coalition  
 ADDRESS: 12810 US Hwy 19 N. #1  
Clearwater, FL 33764

The following  space,  equipment,  goods or supplies, and  services, are donated to the County  permanently (title passes to the County)  temporarily (title is retained by the donor), for the period 07/01/2021 06/30/2024

**Description and Basis for Valuation (See next page)**

Description	Value
(1) <u>Personnel costs including fringe</u>	\$ <u>118,263.00</u>
(2) <u>Data system build, maintance, tracking/report</u>	\$ <u>106,267.00</u>
(3) <u>Training funds for clients</u>	\$ <u>104,250.00</u>
(4) <u>Operational Expenses</u>	\$ <u>96,300.00</u>
(5) <u>Indirect Cost Rate \$11,826</u>	TOTAL VALUE \$ <u>436,906.00</u>

The above donation is not currently included as a cost (either direct or matching) of any state or federal contract or grant, nor has it been previously purchased from or used as match for any state or federal contract.

[Signature] 03/02/1970 Karen B Yatchum 3/4/21  
 (Donor Signature) (Date) (County Designee Signature) (Date)

Michael Jalazo  
 CEO & Executive Director  
 Pinellas Ex-Offender Reentry Coalition

Karen Yatchum  
 Interim Director, Pinellas County Human Services

APPROVED AS TO FORM  
 By: Matthew Tolnay  
 Office of the County Attorney

**Appendix H (cont.)**  
**BASIS OF VALUATION**

**Building/Space**

1. Donor retains title:
  - a. Fair commercial rental value - Substantiated in provider's records by written confirmation(s) of fair commercial rental value by qualified individuals, e.g., Realtors, property managers, etc.
  - b. (1) Established monthly rental of space \$ \$14,395  
 (2) Number of months donated during the contract 36 x \$2,200 per month  
 Value to the project [b.(1) X b.(2)] \$ 79,200

2. Title passes to the County:

**Depreciation**

- a. Cost of Fair Market Value (FMV) at acquisition (excluding land) \$ \_\_\_\_\_
- b. Estimated useful life at date of acquisition \_\_\_\_\_ yrs.
- c. Annual depreciation (a./b.) \$ \_\_\_\_\_
- d. Total square footage \_\_\_\_\_ sq. ft.
- e. Number of square feet to be used on the grant program \_\_\_\_\_ sq. ft.
- f. Percentage of time during contract period the project will occupy the building or space \_\_\_\_\_ %  
 Value to project (e./d. X f. X c.) \$ \_\_\_\_\_

**Use Allowance**

- a. To be used in the absence of depreciation schedule (i.e., when the item is not normally depreciated in the County's accounting records).
- b. May include an allowance for space as well as the normal cost of upkeep, such as repairs and maintenance, insurance, etc.

**Equipment**

1. Donor retains title: Fair Rental Value
2. Title passes to County:
  - a. FMV at time of donation \$ \_\_\_\_\_  
or
  - b. Annual value to project (not to exceed 6 2/3% X a.) = \$ \_\_\_\_\_

**Goods or Supplies**

FMV at time of donation

**Personnel Services**

1. Staff of another agency or organization: 936 x \$42.116 per hour  
**\$39,421** Annual Salary      Number of hours 2080 X to be provided = \$ \$39,421
2. Volunteer -- Comparable annual salary \$ \_\_\_\_\_  
 Annual Salary      Number of hours 2080 X to be provided = \$ \_\_\_\_\_

**Training dollars: \$1158.33 per client x 30 x 3 = \$104,250**  
**Data system build and updates = \$ 34,267**  
**Data management (match) \$2000 mth x 36 = \$ 72,000**  
**Insurance \$475 per month 36 months = \$ 17,100**  
**Indirect 5% of rate of 15% salary and fringe = \$11,826.38**

APPENDIX H - COMMITMENT OF MATCH DONATION FORMS

(FOR THE ENTIRE GRANT PERIOD)

TO: (name of county) Pinellas County  
FROM: (donor name) WestCare Gulfcoast-FL  
ADDRESS: 5999 Central Ave, Suite 401  
St. Petersburg, FL 33710


The following X space, \_\_\_\_\_ equipment, X goods or supplies, and X services, are donated to the County \_\_\_\_\_ permanently (title passes to the County) X temporarily (title is retained by the donor), for the period 7/1/21 to 6/30/24.

Description and Basis for Valuation (See next page)

Description	Value
(1) <u>Personnel Salaries &amp; Fringe Benefits</u>	<u>\$ 75,910</u>
(2) <u>Drug &amp; HIV Testing</u>	<u>\$ 4,050</u>
(3) <u>Electronic Health Record, Staff Training</u>	<u>\$ 150,612</u>
(4) <u>Volunteers 12 hours per week</u>	<u>\$ 44,104</u>
(5) <u>Facility Rent including utilities &amp; Insurance</u>	<u>\$ 90,750</u>
(6) <u>Davis Bradley Facility Costs</u>	<u>\$ 273,750</u>
(7) <u>Management &amp; Administrative Indirect Costs</u>	<u>\$ 63,918</u>

Total Value: \$ 703,094

The above donation is not currently included as a cost (either direct or matching) of any state or federal contract or grant, nor has it been previously purchased from or used as match for any state or federal contract.

  
(Donor Signature)

3/3/2021  
(Date)

 3/4/21  
(County Designee Signature) (Date)

Larry McArthur  
Vice President of Operations  
WestCare Gulfcoast Florida, Inc.

Karen Yatchum  
Interim Director, Pinellas County Human Services

APPROVED AS TO FORM  
By: Matthew Tolnay  
Office of the County Attorney



**Appendix H (cont.)**  
**BASIS OF VALUATION**

**Building/Space**

1. Donor retains title:

- a. Fair commercial rental value - Substantiated in provider's records by written confirmation(s) of fair commercial rental value by qualified individuals, e.g., Realtors, property managers, etc.
- b. (1) Established monthly rental of space \$ 2,000  
 (2) Number of months donated during the contract 36  
 Value to the project [b.(1) X b.(2)] \$ 72,000

2. Title passes to the County:

**Depreciation**

- a. Cost of Fair Market Value (FMV) at acquisition (excluding land) \$ N/A
- b. Estimated useful life at date of acquisition \_\_\_\_\_ yrs.
- c. Annual depreciation (a./b.) \$ \_\_\_\_\_
- d. Total square footage \_\_\_\_\_ sq. ft.
- e. Number of square feet to be used on the grant program \_\_\_\_\_ sq. ft.
- f. Percentage of time during contract period the project will occupy the building or space \_\_\_\_\_ %  
 Value to project (e./d. X f. X c.) \$ \_\_\_\_\_

**Use Allowance**

- a. To be used in the absence of depreciation schedule (i.e., when the item is not normally depreciated in the County's accounting records).
- b. May include an allowance for space as well as the normal cost of upkeep, such as repairs and maintenance, insurance, etc.

**Equipment**

1. Donor retains title: Fair Rental Value N/A

2. Title passes to County: N/A

- a. FMV at time of donation \$ \_\_\_\_\_  
 or
- b. Annual value to project (not to exceed 6 2/3% X a.) = \$ \_\_\_\_\_

**Goods or Supplies**

FMV at time of donation	
Electronic Health Record	\$150,000
Staff Training (e-learning system)	\$612
HIV testing & Drug Testing	\$4,050
Residential Bed availability as needed	\$273,750
Insurance and Licensing Fees	<u>\$18,750</u>
Total	<b>\$447,162</b>

**Personnel Services**

1. Staff of another agency or organization:

VP of Operations \$112,879 including benefits x 624 hours \$33,854

Dir. Of OP Services \$73,140 including benefits x 624 hours	\$21,942
Dir of Quality Assur. & Compliance \$67,045 including benefits x 624 hours	\$20,113
Administrative costs – Indirect at 10%	<u>\$63,918</u>
Total	<b>\$139,827</b>
2. Volunteer -- Comparable annual salary \$ <u>23.56 FL Volunteer rate</u>	
\$23.56/hour x 624 hours/year x 3 years	<b>\$44,104</b>

### 3.7.5 Tab 5: Statement of the Problem

**3.7.5.1 For both Planning and Implementation and Expansion Grants, the application must include a detailed description of the problem the project will address. The application should document the extent of the problem using local or state data and include trend analysis. Describe the project’s geographic environment, Target Population, socioeconomic factors, and priority as a community concern. If the Applicant is a consortium of counties, describe the geographic region to be covered.**

**Description of the Problem:** Pinellas County has consistently had rates of mental illness and substance use, particularly opioid use, that are higher than the overall state average for Florida. In a recent health assessment of Pinellas County by the Florida Department of Health, mental health and substance abuse were recognized as two of Pinellas County’s top health priorities.<sup>1</sup>

Opioids and Substance Use: The opioid epidemic in Pinellas County is a pressing matter as more than one person dies every 37 hours from a drug-related overdose. A recent community health assessment conducted by the Florida Department of Health in Pinellas County (DOH) identified “addiction” as a top health problem of concern and “alcohol and drug abuse” as the leading behavior concern within Pinellas County. This problem affects every demographic of every community across the county. While prescription opioid use appears to decrease, illicit opioid use continues to increase resulting in a growing number of fatalities. At the peak of the “pill mill” epidemic in 2010, eighty-nine percent (89%) of opioid-related overdose deaths in Pinellas were due to prescription pain medications.

Regarding general substance use Florida’s *2019 Medical Examiner’s Interim Drug Report*, data collected for the period of January-June 2019 the District 6 Medical Examiner’s Office, which serves Pinellas and Pasco Counties, ranked within the top five highest districts in overdose deaths as depicted in Table 1 below.

<b>Table 1. 2019 Medical Examiner’s Interim Drug Report</b>			
<b>Primary Drug Associated with Death</b>	<b>Number of Deaths in District 6</b>	<b>Number of Deaths in Florida</b>	<b>State Rank Out of 25</b>
Alprazolam	74	763	4 <sup>th</sup>
Cocaine	129	1,418	4 <sup>th</sup>
Diazepam	32	206	1 <sup>st</sup>
Fentanyl	145	1,644	4 <sup>th</sup>
Heroin	37	475	3 <sup>rd</sup>
Hydrocodone	31	261	2 <sup>nd</sup>
Methadone	19	167	2 <sup>nd</sup>
Methamphetamine	72	645	2 <sup>nd</sup>
Morphine	96	908	2 <sup>nd</sup>
Oxycodone	72	564	1 <sup>st</sup>

<sup>1</sup> Florida Department of Health: 2018 Community Health Assessment.

Data provided by the Pinellas County Forensic Laboratory for 2015 to 2019 shows the number of accidental illicit drug related fatalities increased by an alarming 810.7% (28 to 255) while the number of accidental opioid/opiate related deaths increased by 145.9% (135 to 332). Pinellas County's population increased only 2.9% during the same period. Emergency Medical Services (EMS) data regarding 9-1-1 transports with Narcan administered have increased year over year as well. In 2019 there were 3,003 transports, which is a 43.9% increase from the 2,087 reported in 2016. In 2019, the Pinellas County EMS/Fire Administration Department reported 4,448 suspected opioid overdose calls.<sup>2</sup>

Mental Health: Mental health remains a top priority in Pinellas County, with a significant portion of the population facing challenges related to mental health issues. In 2018, an estimated 32,000 adults in Pinellas County suffered from serious mental illness and in 2019, Pinellas County reported 12,350 hospitalizations for mental health disorders, at a rate 25.3% higher than the state average (1,260.8 vs. 1,006).<sup>3</sup> Additional reports showed that 12% of adults in Pinellas County reported having poor mental health on 14 or more of the past 30 days and 15.1% reported having been told they had a depressive disorder.<sup>4</sup>

Between 2015 and 2018, there was a 10% increase in suicide deaths in Pinellas County.<sup>5</sup> As of 2019, the overall suicide rate in Pinellas County (19.6) remains higher than the state average (14.1) and notably higher in specific demographic groups. Hispanic residents living in Pinellas County, for example, have a rate of suicide more than double that for the Hispanic population statewide; and men are committing suicide in Pinellas County at a rate 23% higher than the state average for men in Florida.<sup>6</sup> The COVID-19 pandemic and resulting social isolation, financial instability, and stress has only exacerbated this issue in Pinellas County. One local provider reported a 17% increase in the number of suicides from June to August of 2020 compared to the same time period in 2019.<sup>7</sup>

Lack of Coordinated Service Efforts: In September of 2015, then Florida Governor Rick Scott issued Executive Order (EO) 15-175, which charged DCF to conduct a comprehensive review of behavioral health services, service delivery, and service integration with other similar and/or interdependent services within a community. Pinellas County was one of three counties selected for review. The University of South Florida's Florida Mental Health Institute (USF-FMHI) performed a review related to the EO with one of the populations of focus being adults in Pinellas County who had multiple crisis stabilization unit (CSU) admissions and a subset who had a significant number of days in jail. Individuals reviewed typically had schizoaffective disorder or bipolar disorder with psychotic features and most had recent histories of a significant co-occurring substance use condition along with a history of exposure to one or more forms of

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<sup>2</sup> Pinellas County Opioid Task Force. ArcGIS StoryMap: The Opioid Epidemic in Pinellas County: <https://arcg.is/Orfnai>

<sup>3</sup> Florida Department of Health. Suicide and Behavioral Health Profile – 2019, Pinellas.

<sup>4</sup> Florida Department of Health. Mental Health status and Complications, Pinellas County – 2018.

<sup>5</sup> Florida Health for Suicide Deaths

<http://www.flhealthcharts.com/charts/DataViewer/DeathViewer/DeathViewer.aspx?indNumber=0116>

<sup>6</sup> Florida Department of Health: 2018 Pinellas County Health Assessment.

<sup>7</sup> Bay News 9. (Oct 13, 2020). "Crisis Center: Bay area Mental Health Issues, Suicides on the Rise in 2020".

trauma. Results of the study indicated that inadequate care coordination was a significant barrier to successful outcomes for justice-involved individuals with behavioral health disorders.<sup>8</sup>

In most instances, clients evaluated in the 2016 USF-FMHI study had been released with 8-22 days of medication and a referral to outpatient mental health care. However, there was rarely a record confirming communication between acute care and outpatient providers and little to no indication that outpatient referrals resulted in continuity of care for clients. Feedback from clients confirmed this issue; while clients generally showed improvement and stated they had benefitted from their treatment groups, many described difficulties in transitioning to outpatient care and did not continue treatment.<sup>9</sup>

A subsequent 2020 evaluation noted that communication between providers in the County continues to be an issue. The analysis of the Pinellas County Behavioral Health System, performed by KPMG at the request of County leadership, demonstrated that providers operate as a set of distinct programs without facilitating the necessary linkages of a coordinated system of care. The study further observed that crisis care settings, including the jail, served as the primary point of entry into behavioral health services, and recommended the County establish a county and provider-managed model of coordinated access for consumers.<sup>10</sup>

While there is a wealth of substance use and mental health services available in Pinellas County, the services are largely not geographically co-located and have limited communication between providers. As individuals move through various program-specific interventions, the lack of coordinated care makes it is easy for clients to slip through the cracks. This gap in the higher-level coordination of all services, to ensure continuity, is often the driving force behind the adverse outcomes associated with this population such as reincarceration, overuse of Baker Act services, or premature death. The proposed Complex Case Reintegration project seeks to provide a more cohesive approach to better serve individuals repeatedly cycling through the criminal justice system and behavioral services within the County. This program will not only improve outcomes for some of the County's most vulnerable residents, but also provide valuable insights and measurable data to better inform future decision-making regarding a coordinated care model in Pinellas County.

**Target Population:** Pinellas County seeks to implement the Complex Case Reintegration Program (CCRP) for justice-involved adults with substance use or co-occurring mental health needs, with an emphasis on treatment for individuals with histories of opioid use. A recent analysis conducted by the Pinellas County Opioid Strategic Information Project (SIP) found that 23% of all individuals with an opioid-related death in 2019, had a previous local jail stay. Of those, nearly 51% experienced a fatal overdose within 6 months of their release from jail. It is

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<sup>8</sup> University of South Florida, Louise de la Parte Florida Mental Health Institute. (2016). "Reports to the Florida Department of Children and families in Response to the Governor's Executive Order 15-175."

<sup>9</sup> University of South Florida, Louise de la Parte Florida Mental Health Institute. (2016). "Reports to the Florida Department of Children and families in Response to the Governor's Executive Order 15-175."

<sup>10</sup> "Elevate Behavioral Health Pinellas County: A strategic review of & roadmap for the Pinellas County Behavioral Health System of Care". (May 2020). KPMG.

also well documented that the COVID-19 virus has demonstrated a clear effect on the increase in opioid use, non-fatal overdose, and overdose deaths.<sup>11</sup>

**Geographic Region/Environment:** Pinellas County is a 274 square mile peninsula on Florida's Gulf Coast with an estimated population of 974,996 residents. The county is home to approximately 4.5% of Florida's population while accounting for only 0.5%. With almost 3,500 people per square mile, Pinellas is Florida's most densely populated county.<sup>12</sup>

### **3.7.5.2 The application must provide an analysis of the current population of the jail or juvenile detention center in the county or region, including the following:**

#### **3.7.5.2.1 A description of the screening and assessment process used to identify the Target Population(s)**

The identification of clients eligible for treatment through the Complex Case Reintegration Program (CCRP) will be established through outreach and collaborative efforts between project partners and key criminal justice stakeholders, including the Pinellas County Jail, the Sixth Judicial Circuit Public Defender's Office, Pinellas Crisis Stabilization Units, the Safe Harbor homeless shelter program, and local law enforcement.

**Program Eligibility:** Through a team-based identification process (Figure 1) with project partners and the community stakeholders listed in the following paragraphs, individuals will be determined as appropriate for program enrollment based upon the following three primary criteria:

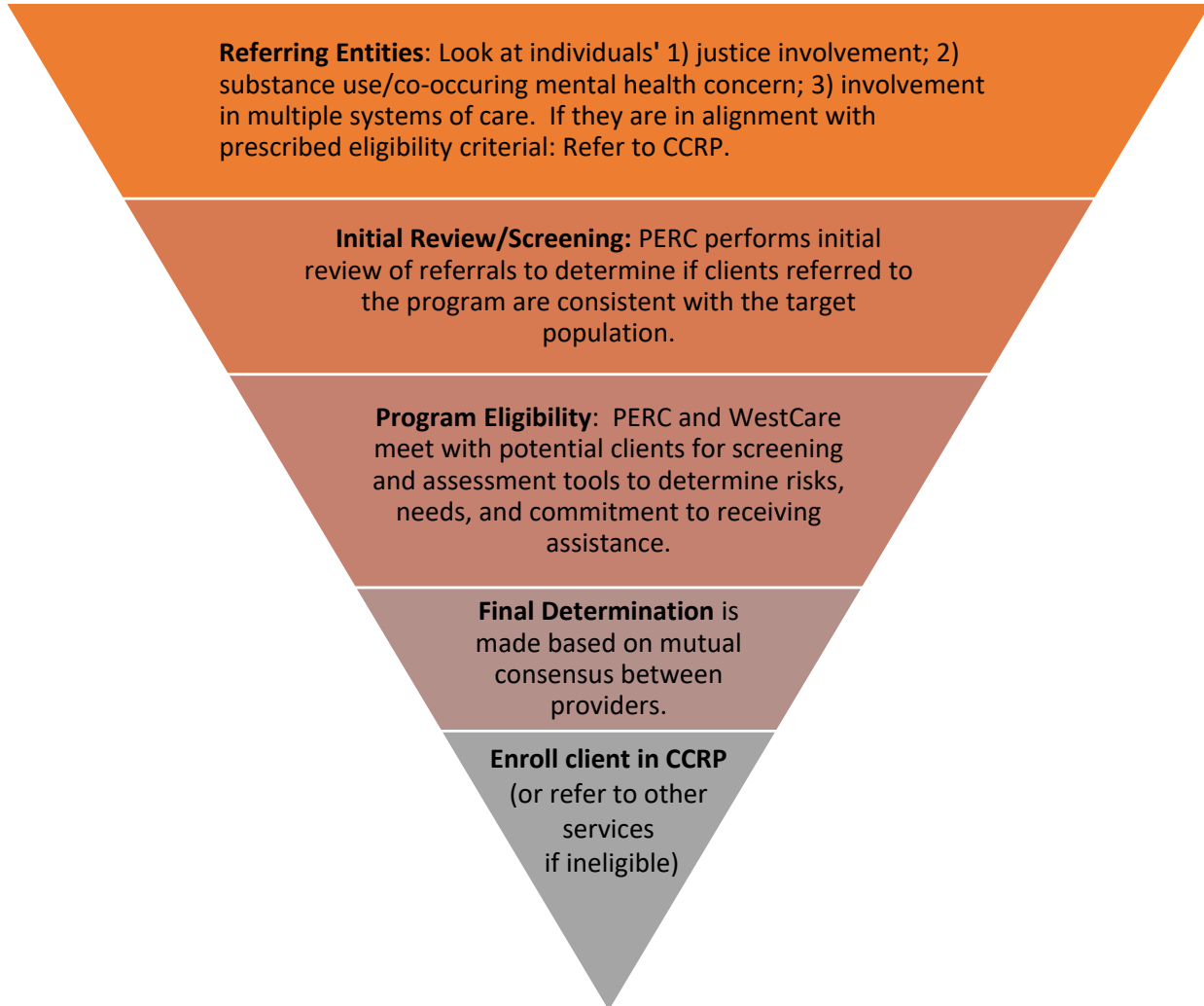
1. Past Jail Utilization
  - Multiple ( $\geq 2$ ) arrests within 1 year; or
  - Long-term arrest ( $\geq 20$  days) within past 6 months; and
2. Behavioral Health Condition
  - Substance Use Disorder; or
  - Substance Use Disorder with any co-occurring Mental Health Condition; or
  - Self-disclosed substance use condition; and
3. Community Support Criterion
  - Increased risk for arrest or re-arrest due to multiple referral sources; or
  - Increased risk of arrest or re-arrest due to past gaps in in service connection; or
  - Increased risk of arrest or re-arrest due to disengagement from referred services; or
  - Increased risk of hospitalization due to frequent ( $\geq 3$  within 6 months) use of Baker/Marchman Act services.

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<sup>11</sup> U.S. Centers for Disease Control and Prevention. (Dec. 2020). Press Release: "Overdose Deaths Accelerating During COVID-19."

<sup>12</sup> U.S. Census Bureau. (July 2019). QuickFacts on Florida and Pinellas County.

**Fig. 1: Team-Based Process**



**Pinellas County Jail & Safe Harbor:** CCRP partners will coordinate with the Jail Program Services Division to perform eligibility screenings during provider video visitation hours for potential clients preparing to leave the jail, as well as to identify recently released individuals currently sheltered at Safe Harbor who would be eligible for program services. Safe Harbor is a shelter and services hub for homeless people involved in the criminal justice system in Pinellas County. It is used as an alternative to incarceration as well as a portal for inmates re-entering the community from the Pinellas County Jail. Safe Harbor is a well-utilized program with a capacity of 470 and average daily population of 400.<sup>13</sup> About 20% of individuals assisted in Safe Harbor have active substance use disorders and require safe shelter.

<sup>13</sup> Pinellas County Sheriff's Office reported population: <https://www.pcsoweb.com/pinellas-safe-harbor>

**Sixth Judicial Circuit Public Defender's Office:** The Sixth Judicial Circuit Public Defender's office has a jail diversion program that has been in operation since 2004. The CCRP team will collaborate with the Public Defender's office to identify clients who are members of the target population and may be eligible for the Complex Case Reintegration Program.

**Crisis Stabilization Units:** In Florida, petitions for involuntary and voluntary placement under Florida's Mental Health Act, also known as the 'Baker Act', are sought to provide the least restrictive form of intervention for an individual with mental illness. The Baker Act balances individual liberties against safety of the individual and society by providing criteria to determine who should be subject to involuntary commitment. A person may voluntarily consent to treatment given s/he fully understands the decision and is able to consent in writing.<sup>14</sup> Involuntary examinations may be initiated under the following conditions:

1. There is reason to believe person has a mental illness and because of mental illness, person has refused or is unable to determine if examination is necessary;
2. Without care or treatment, person is likely to suffer from neglect or refusal to care for self, and such neglect or refusal poses a real and present threat of substantial harm to one's well-being;
3. Without treatment person will cause serious bodily harm to self or others, as evidenced by recent behavior.

An initiated person must be evaluated within 72 hours at the Crisis Stabilization Unit (CSU/Baker Act Facility). If the person has not been charged with a crime, he or she must be released or have a petition for involuntary placement filed with the Clerk of Circuit Court if deemed necessary by the examining physician, psychiatrist or clinical psychologist.

For example, within 24 hours of admission into the County's largest public CSU, Personal Enrichment for Mental Health Services (PEMHS), each client receives a thorough biopsychosocial assessment, nursing assessment, Psychiatric evaluation conducted by a psychiatrist, and examination by a general medical doctor. The Mental Status Examination is utilized along with various lethality scales, including the Columbia Suicide Rating Scale as appropriate. All treatment providing staff are trained in the Florida Baker Act Law, thus familiar with necessary legal documents and assessments for determining appropriate level of care. By working with the staff at each CSU, the CCRP team can identify and divert appropriate individuals from higher levels of care by engaging them in CCRP services.

**Other Law Enforcement Agencies:** Grant partners will review the most recent geographic data regarding opioid use in Pinellas county to target outreach efforts toward police departments in communities where opioid-related arrests, overdoses, and deaths

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<sup>14</sup> University of South Florida, College of Behavioral and Community Sciences. Baker Act & Marchman Act Comparison. November 7, 2012.



are prevalent. The project team will engage these agencies to identify clients for pre-arrest diversion through CCRP.

### **3.7.5.2.2 The percentage of persons admitted to the jail or juvenile detention center that represents people who have a mental illness, substance use disorder, or co-occurring disorders.**

**Persons Admitted to Jail:** The incidence of inmates suffering from mental illness, substance use, or co-occurring disorders in the jail population, and criminal justice system overall, is significant. An estimated 45% of offenders in jails and local and state prisons have a mental health problem and comorbid substance abuse or addiction disorder.<sup>15</sup>

In 2019, there were 36,352 arrests in Pinellas County. Of these arrests, 5,733 (15.8%) were classified as drug arrests and 2,300 (6.3%) were DUI arrests.<sup>16</sup> That same year, there were 590 Marchman Act jail intakes and 722 arrests for disorderly intoxication.<sup>17</sup> About 11,000 Baker acts are performed within the County each year, with approximately 50% performed by law enforcement. The Pinellas County Sheriff's Office (PCSO), alone, responds to approximately 5,000 mental health-related calls per year with some ending in Baker Acts and some ending in arrests.<sup>18</sup>

**Current Jail Population:** Due to the pandemic, several temporary policies were implemented in March of 2020 to assist with COVID safety precautions. As a result, the average daily population (ADP) of the jail was dramatically reduced to 2,478 (2,331 from April-December following policy implementation), which is a 17.6% reduction from the jail's pre-COVID ADP of 3,009 in 2019. This 2019 ADP is more in line with the average daily inmate population of the jail in prior years; an analysis of the daily inmate population over the last 20 years shows an average ADP of 3,050 with a peak ADP of 3,622 in 2006 and a low of 2,809 in 2001.<sup>19</sup>

### **3.7.5.2.3 An analysis of observed contributing factors that affect population trends in the county jail or juvenile detention center.**

Studies have demonstrated that the prevalence of serious mental illness among inmates is two to four times higher than in the general population and an estimated 68% of jail inmates have a diagnosable substance use disorder compared to 9% of the general population.<sup>20</sup> There are a number of factors contributing to the overrepresentation of

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<sup>15</sup> Prins, Seth J. "Prevalence of mental illnesses in US State prisons: a systematic review." *Psychiatric services* (Washington, D.C.) vol. 65,7 (2014).

<sup>16</sup> Florida Department of Law Enforcement. (2019). Annual Uniform Crime Reports: "County and Municipal Arrest Report."

<sup>17</sup> Pinellas County Public Safety Coordinating Council Indicators Report. (Feb. 2020).

<sup>18</sup> Pinellas County Sheriff's Office. (Sep. 23, 2020). Press Conference: Expansion of the PCSO Mental Health Unit.

<sup>19</sup> Florida Department of Corrections. (Jan.-Dec. 2020). Florida County Detention Facilities' Average Inmate Population

<sup>20</sup> "The Burden of Mental Illness Behind Bars." (2016). Vera Institute of Justice.

individuals with substance use, mental health, or co-occurring disorders within the jail. This population has elevated rates of criminogenic risk factors such as unemployment, poverty, homelessness, lack of social supports, antisocial thoughts, and antisocial peer networks that contribute to increased contact with law enforcement and arrest.<sup>21</sup> Justice-involved people with mental illness also have higher rates of co-occurring substance use disorders. Of people in jail with a serious mental illness, 72% have a co-occurring substance use disorder.<sup>22</sup> This complicates their involvement with the justice system, as people with co-occurring mental illness and substance use disorders have been shown to recidivate more often and more quickly than those who only have a serious mental illness only.<sup>23</sup>

The overall jail population is also greatly affected by changes to the community it serves. Both general changes, such as those to the County population or the unemployment rate; or changes more specific to the criminal justice system, such as changes in sentencing laws or the availability of jail alternatives, can have tremendous impact. Initiatives undertaken to allow the Pinellas County jail to adhere to CDC guidelines in response to COVID have dramatically reduced the average daily population as well as daily bookings. Since the implementation of the policies in March of 2020, daily intakes into the jail have decreased by about 36%, from 110 people per day to 70 people per day.<sup>24</sup>

#### **3.7.5.2.4 Data and descriptive narrative delineating the specific factors that put the Target Population at-risk of entering or re-entering the criminal or juvenile justice systems.**

Deinstitutionalization is often cited as the origin of many factors that put the target population at-risk of entering or re-entering the criminal justice system. Prior to 1960, almost 560,000 patients with behavioral health disorders were treated in long-term state mental hospitals designated for that purpose, but a shift to deinstitutionalize reduced the number of individuals in public psychiatric hospitals to 70,000 by the 1990s.<sup>25</sup> Although psychiatric hospitals still exist, there is a distinct lack of long-term care options for individuals with behavioral health issues in the U.S.. The few remaining state-run psychiatric facilities have the capacity to serve only a fraction of the patients they did in in the 1950s.

As a result, individuals with sever behavioral health issues are often homeless, rather than in long-term care, and communities have increasingly had to rely on correctional systems for behavioral health treatment and services. Nationally, an estimated 45% of offenders in jails and prisons have a co-occurring mental health and substance abuse disorder.<sup>26</sup> In

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<sup>21</sup> Andrews DA, Bonta J: *The Psychology of Criminal Conduct*, 5th ed. New Providence, NJ, Anderson, 2010

<sup>22</sup> "The Burden of Mental Illness Behind Bars." (2016). Vera Institute of Justice.

<sup>23</sup> Meeting the Needs of Justice-Involved People with Serious Mental Illness within Community Behavioral Health Systems. (2020). Natalie Bonfine et. Al. *Psychiatric Services* 71:4, April 2020.

<sup>24</sup> Varn, Kathryn. Tampa Bay Times. (2020). "Pinellas jail count down 500 after concerted legal effort to address coronavirus fears."

<sup>25</sup> Mentally Ill Persons in Corrections. National Institute of Corrections: <https://nicic.gov/mentally-ill-persons-in-corrections>

<sup>26</sup>National Institute of Drug Abuse (2008) <https://www.drugabuse.gov/sites/default/files/rrcomorbidity.pdf>

Pinellas County, the number of recorded homeless individuals in Pinellas County Jail has increased by 49.4% (from 478 to 714).<sup>27</sup>

While Pinellas County has experienced a decreased count of homeless individuals from 2,777 in 2016 to 2,226 in 2020, subpopulation data consistently show that a significant portion of the homeless population faces behavioral health challenges and/or is incarcerated. In 2020, 21.3% of Pinellas County's homeless population had a serious mental illness, and 15.7% had a substance use disorder.<sup>28</sup> When compared to the general population, individuals with serious mental illnesses who are incarcerated are two times as likely to have been homeless in the past year, three times as likely to have a co-occurring substance use disorder, and four times as likely to have histories of past physical or sexual abuse.<sup>29</sup>

### **3.7.5.3 Implementation and Expansion Applicants Only**

**The application must include a concise analysis of the Target Population, including the following.**

**3.7.5.3.1 A projected number of the broader category of persons served in any capacity.**

**3.7.5.3.2 A projected number of any subset of persons served during their involvement in the Applicant's program, as detailed in Section 2.5.1.2.1. This analysis must demonstrate how the identified needs are consistent with the priorities of the Strategic Plan.**

The Pinellas County Complex Case Reintegration Program's (CCRP) goal is to serve 105 individuals throughout the life of the grant (35 per year). It is projected that the Program will receive at least 175 referrals over the life of the grant. Any clients deemed ineligible for program enrollment will either be provided non-grant-funded services through the partner providers or connected with another provider in the community, as appropriate. WestCare will provide outpatient and residential treatment and recovery support services. Individuals re-entering the community who meet eligibility requirements and necessitate more intensive levels of clinical supports will be prioritized for residential treatment. The number of clients served within this subset may vary depending on length of stay and federal COVID safety guidelines regarding social distancing, but it is expected that at least 15 individuals will be served through more intensive residential services over the life of the grant. This service is consistent with the priorities of the SIM, which noted gaps in availability for residential treatment beds in diversion programs as well as a need for improved jail transition/reentry planning.

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<sup>27</sup> Analysis of Pinellas County Point-In-Time (PIT) Data from 2016-2020.

<sup>28</sup> Analysis of Pinellas County Point-In-Time (PIT) Data from 2016-2020.

<sup>29</sup> "Juvenile Justice Involvement: Trauma Race and Social Disadvantage." (March 2021). Presentation by Micah E. Johnson, PhD and the University of South Florida CJMHSAs TAC.

## **3.7.6 Tab 6: Project Design and Implementation**

**3.7.6.1 For both Planning Grants and Implementation and Expansion Grants, the application must include a description of the planning council or committee, including the following.**

**3.7.6.1.1 A description of the composition of the planning council or committee, including the role of each member as stakeholder, consumer, etc. demonstrating compliance with section 394.657(2)(a), F.S. If the Council does not currently meet the statutory requirements, provide a detailed explanation of how and when the Council intends to rectify the deficiency.**

Florida established local Public Safety Coordinating Councils in 1987 through Florida Statute 951.26. The Pinellas County Public Safety Coordinating Council (PSCC) was subsequently created in 1995. The PSCC is governed by Florida State Statute 394.657 (2)(a) and 951.26 requirements and serves as the designated planning council for the CJMHSR Reinvestment Grant.

The Pinellas County Public Safety Coordinating Council (PSCC) reviewed and approved the Complex Case Reintegration Program proposal on February 5<sup>th</sup>, 2021 and will receive updates from project leadership on the outcomes of this project at the quarterly meetings. The PSCC will also receive updates on sustainability planning and cross-training opportunities; and serve in an advisory capacity during the grant period. Mr. Jalazo, the Executive Director of PERC, is a seated member of the PSCC.

Please see the attached list (Appendix K) of planning council members and roles. Effective February 5, 2021, there are three vacancies on the Council (primary consumers of SA/MH and family member of primary consumer) for which Pinellas County is actively seeking referrals. The PSCC plans to select candidates and fill these vacancies by the next meeting in May.

**3.7.6.1.2 An outline of the Planning council's activities, including the frequency of meetings for the previous 12 months and future scheduling of meetings.**

The primary purpose of the PSCC is to assess the trends, population status, and programs affecting the County jail and make recommendations to ensure against jail overcrowding and reduce recidivism. The PSCC is also responsible for developing a local public safety plan for the future construction needs of the jail and serves as the local Planning Council, making recommendations to the Board of County Commissioners for Criminal Justice, Mental Health and Substance Abuse grants.

The mission of the PSCC is to create and execute an effective public safety strategy to ensure availability and accountability of programs, sound and efficient justice system operations, and necessary jail facilities.

The PSCC has and will continue to meet on a quarterly basis. Board members will receive notice either by newsletter, U.S. mail, telephone or e-mail, at least ten (10) days prior to any meeting. Reports from committees and select programs will take place at quarterly meetings.

### **3.7.6.3 Implementation and Expansion Grants Only (Limited to 35 pages)**

**3.7.6.3.1 The application must include a copy of the existing Strategic Plan, which must include at minimum, all the elements specified in Appendix A and a description of the Strategic Plan, including progress toward implementing the plan or SIM, when the plan or Sequential Intercept Mapping was last reviewed or updated for the Target Population, and any challenges or barriers toward implementation**

As specified in Appendix A, a copy of the Pinellas County Sequential Intercept Mapping (SIM) report is included as an attachment to this proposal. The workshop was held in Pinellas County on February 18<sup>th</sup> and 19<sup>th</sup> 2016 and was facilitated by the Florida Criminal Justice, Mental Health, and Substance Abuse (CJMHSAs) Technical Assistance Center at USF-FMHI. Elements of the SIM were last reviewed in a 2020 Review of Pinellas County's Behavioral Health System. Updates on SIM goals and progress are listed below.

- **GOAL 1 - Leadership Coordination (All Intercepts):** Both goals were completed with the reactivation of the Public Safety Coordinating Council in and the establishment of the Strategic Information Partnership (SIP). A primary goal of the SIP is to address opioid issues within Pinellas County through the development and enhancement of information processes to improve prevention and education activities, access to care, and planning for Naloxone, law enforcement, and other activities. Meetings of both collaborative leadership teams are ongoing.
- **GOAL 2 - Jail In-Reach (Intercept 3):** This goal was completed through the creation of the Jail Transition Planning Team. This team involves members of PCSO's Jail Program Services, local substance use and mental health providers, and the Sixth Judicial Circuit Public Defender's Office. Members of the team continue to work together to connect inmates re-entering the community to critical services upon release. The CCRP team will engage with Jail Program Services to facilitate jail in-reach in alignment with this goal.
- **GOAL 3 - Centralized Receiving Facility (CRF) and Addictions Receiving Facility (ARF) (Intercept 1):** This goal has been reworked and is in progress. There were many discussions on the feasibility of establishing a CRF/ARF in Pinellas County, but a 2020 analysis performed by consultant group KPMG at the request of the Pinellas Board of County Commissioners suggested that, due to the geographic dimensions and population density of the County, a centralized receiving facility was not the best approach. The County is currently working with KPMG on a new "No Wrong Door" model to promote service accessibility. Results from the CCRP will be reviewed to help inform these efforts.
- **GOAL 4 - Pre-Arrest Diversion (Intercept 1):** The primary objective is to establish an array of pre-arrest diversion programs. A committee was formed between behavioral

health providers, peer recovery specialists, and the Public Defender's office, which continues to look for opportunities to expand and improve upon pre-arrest diversion options. A major step forward was the implementation of the Pinellas County Sheriff's Office Adult Pre-Arrest Diversion program. The CCRP team will perform targeted outreach with local law enforcement to identify potential clients eligible for pre-arrest diversion through CCRP.

- **GOAL 5 - Supported Housing (Intercepts 1 and 5):** Pinellas County provides annual funding to supportive housing providers Catholic Charities and Boley Centers. In 2017, 2019, and 2020 the County provided additional funding to these providers for services and case management for residents of their permanent supportive housing units. Expansion of supportive housing remains a challenge due to lack of affordable housing and funding for supportive services, but Pinellas County remains dedicated to identifying opportunities to expand supportive housing initiatives.
- **GOAL 6 – Violation of Probation (VOP) Expanded Services (Intercepts 4 and 5):** Stakeholders continue to examine VOP misdemeanor data and are seeking opportunities for expanded, recovery-oriented services that will reduce recidivism and prevent re-arrest. The CCRP team will seek collaboration with probation officers where appropriate to facilitate successful client outcomes and divert client arrests for VOP.

### **3.7.6.3.2 The application must include a description of the project design and implementation, including the following:**

**3.7.6.3.2.1 Project goals, strategies, milestones, and key activities toward meeting the objectives specified in Section 2.2. Applicants must include at least one objective in addition to those specified in Section 2.2 and may propose tasks in addition to those specified in the RFA.**

**3.7.6.3.2.2 Organization and key stakeholder responsible for each task or key activity necessary to accomplish the objectives.**

#### **Objective 1 – Establish or Expand Diversion Programs**

**All Implementation and Expansion Grant applications must propose objectives, tasks and timetables designed to establish or expand client service programs which are designed to increase public safety, avert increased spending on criminal justice, and improve the accessibility and effectiveness of treatment services for the Target Population within three months of execution of a final Grant Agreement. Applicants must detail their approach to the following.**

- **2.2.4.1.1** Establishing legally binding agreements with all participating entities to establish programs and diversion initiatives for the Target Population. Project partners will execute legally binding subrecipient agreements for the Complex Case Reintegration Program with Pinellas County and Pinellas County will execute the Grant Agreement with DCF. The County will then submit the agreements for County Administrator or designee approval.
  - **Tasks:** Draft and execute agreements. Submit agreements for approval by authorized representatives of Pinellas County.

- **Estimated time to complete:** < 3 months
- **Organization Responsible:** PERC, WestCare, Pinellas County
- **2.2.4.1.2** Providing an information system to track persons served during their involvement with the Reinvestment Grant Program and for at least one year after discharge, including but not limited to, arrests, receipt of benefits, employment, and stable housing.
  - **Tasks:** Coordinate partner data systems to facilitate seamless and continuous tracking of participants in the program. Develop data tracking protocols and points of contact from each agency to ensure timely data collection and accurate reporting.
  - **Estimated time to complete:** 3 months
  - **Organization Responsible:** PERC and WestCare (Internal systems, HMIS, Odyssey).
- **2.2.4.1.3** Implementing strategies that support the Applicant’s strategic plan for diverting the Target Population from the criminal or juvenile justice systems. Partners will collaborate with stakeholders to identify opportunities for diversion of justice-involved adults with substance use or co-occurring mental health disorders. This includes pre-arrest, at Sequential Intercept 1, as prioritized by the 2016 Pinellas Sequential Intercept Mapping Report.
  - **Tasks:** Review Medical Examiner opioid overdose data to identify target geographical areas. Notify law enforcement in target areas of the program and provide them with guidance regarding eligibility.
  - **Estimated time to complete:** < 3 months, updates ongoing as needed
  - **Organization responsible:** PERC, WestCare, Pinellas County
  - **Key Stakeholders:** Local law enforcement agencies, the Sixth Circuit Public Defender, PCSO, and Safe Harbor.

## **Objective 2 – Collaboration**

**All Implementation and Expansion Grant Applications must propose objectives, tasks and timetables designed to create and encourage collaboration among stakeholders in implementing the Strategic Plan and providing ongoing oversight and quality improvement activities. Applicants must detail their approach to the following.**

### **2.2.4.2.1 Participating in regular Planning Council or Committee meetings.**

A representative from the project will provide regular updates on program progress at quarterly Public Safety Coordinating Council (PSCC) meetings. The PSCC serves as the designated local planning council for CJMHSR Reinvestment Grants. PERC’s Executive Director, Michael Jalazo, is a seated member on the Public Safety Coordinating Council (PSCC), Pinellas County’s designated planning council for CJMHSR grants.

- **Tasks:** Provide updates to the PSCC at their quarterly meetings and facilitate discussion as necessary.
- **Estimated time to complete:** Quarterly as scheduled.
- **Organization responsible:** PERC, WestCare
- **Key Stakeholder:** Public Safety Coordinating Council

**2.2.4.2.2 Assessing progress of the project based on established timelines and review attainment of goals.** Project progress regarding timelines, goals, and performance measures required for this grant will be assessed based on discussions and analysis of participating partners' quarterly reported data. Project progress will additionally be evaluated through formative and summative evaluations as specified in Section 3.7.6.6.1 of this application.

- Tasks: Quarterly reporting of data, supplementary evaluations.
- Estimated time to complete: Ongoing as scheduled
- Organization responsible: PERC, WestCare

**2.2.4.2.3 Data sharing.** PERC will develop front-end access to their client data tracking systems to facilitate interagency service coordination and data sharing.

- Tasks: (1) develop and build an access point in PERCs system for WestCare program staff, (2) implement changes as needed.
- Estimate time to complete: (1) 6 months, (2) ongoing, as needed.
- Organization responsible: PERC (interagency access build and data collection); WestCare (data collection)

**2.2.4.2.4 Coordination with Managing Entities.** A representative from the project will regularly attend monthly Central Florida Behavioral Health Network (CFBHN) Acute Care meetings to engage stakeholders, seek referrals, and identify opportunities to improve the program.

- Tasks: Attend monthly Acute Care meetings and facilitate discussion/request feedback as needed.
- Estimated time to complete: Monthly as scheduled.
- Organization responsible: PERC and WestCare
- Key Stakeholders: CFBHN, local law enforcement, community behavioral health providers.

**2.2.4.2.5 Making necessary adjustments to implementation activities, as needed.** Participating partners will have regular staffing and collaborative grant team meetings with designated time for the discussion of any barriers to program implementation and necessary alterations to program activities. For adjustments requiring formal approval of the grantor and/or the County, Pinellas County will facilitate the approval process.

- Tasks: Discuss and address barriers to project implementation as necessary.
- Estimated time to complete: N/A: As needed.
- Organization responsible: PERC, WestCare, Pinellas County

### **Objective 3 – Workforce Development**

**All Implementation and Expansion Grant applications must propose a minimum of one additional objective and accompanying services tasks designed to support the primary diversion planning goals of the community.**

**2.2.4.3.1 Workforce development,** through additional training, licensure, credentialing, accreditation, etc. Project partners will review, discuss, and identify training needs and opportunities on an ongoing basis to enhance workforce knowledge and capabilities. Pinellas County's Behavioral Health Data Analyst is certified to provide CME and behavioral health trainings.



- Tasks: Work with program staff to identify training needs, align needs with training opportunities, and facilitate access to necessary trainings for staff.
- Estimate time to Complete: Ongoing
- Organization responsible: PERC, WestCare, Pinellas County

**3.7.6.3.2.3 How the planning council or committee will participate and remain involved in implementation or expansion on an ongoing basis.**

**AND**

**3.7.6.3.2.4 How the agencies and organizations involved will communicate throughout the lifetime of the project, detailing the frequency of planned meetings, and the decision-making process to ensure successful implementation.**

WestCare and the Pinellas Ex-Offender Reentry Coalition (PERC) will have weekly (at minimum) **Internal Staffing Meetings** for program services staff to facilitate care coordination. CCRP staff will discuss referrals; client status; and any program successes, opportunities, or barriers to access. Adjustments to services will be made according to the needs of each individual client and situation. Unresolved issues, successes, and opportunities for improvement will be reported out at monthly Collaborative Team Meetings with Pinellas County.

At the monthly **Collaborative Team Meetings**, representatives from the Pinellas Ex-Offender Reentry Coalition, WestCare, and Pinellas County will discuss project progress and develop solutions and strategies to address barriers to program success as necessary. The Project Director at PERC will schedule the teleconferences, provide the agendas, and facilitate minute-taking. All partner organizations will also be in communication with each other via email and phone calls for anything that may need to be addressed outside of the scheduled meetings.

A representative from PERC and/or WestCare will also regularly attend several community meetings, these include but are not limited to, **Managing Entity and Planning Council Meetings**. Partners will attend monthly virtual Acute Care meetings of the managing entity, Central Florida Behavioral Health Network (CFBHN) to collaborate with the managing entity, seek referrals from key stakeholders, and explore processes or strategies that may prove beneficial to program evaluation and outcomes. Project partners will also participate in quarterly meetings of the Public Safety Coordinating Council (PSCC), the local Planning Council for this grant. At these meetings, a representative from the Complex Case Reintegration program will provide program updates and facilitate discussion or request feedback on sustainability planning as necessary.

PERC will also continue to host monthly **Coalition Stakeholder Meetings**. The Coalition has met on the fourth Thursday of every month since 1988 and is a place where providers network together to discuss what is going on in the 'reentry' universe, but more importantly to share updates on programs and initiatives that are available to assist

clients. The concept is simple: when multiple programs come together with a variety of services and share to meet their goals and objectives, the individual organizations and programs working collectively benefit each other – but most importantly – successfully benefit clients in the communities they serve.

The identification of opportunities for sustainability will be continuous, but the team will also hold annual **Sustainability Planning Meetings** to develop, formalize, and update strategies for program continuation at the end of the grant period. Opportunities identified by program staff, PSCC, CFBHN, and other stakeholders will be regularly discussed and incorporated into annual updates. The first formal Sustainability Planning meeting will be held within 6 months of the program start date.

**3.7.6.3.2.5 The plan to screen potential participants and conduct tailored, validated needs-based assessments. Include the criteria to be used, specific screening tool(s) and validity specific to the Target Population. If specific tool(s) have not yet been selected, describe the process by which tool(s) will be selected.**

All clients will be initially screened for eligibility using the criteria and referral processes outlined in section 3.7.5.2.1 to ensure this program is serving the target population. Following preliminary eligibility, partners will use tailored, validated needs-based assessments and screening tools to create individualized treatment and case management plans for each client. These assessments and screening tools may include, but are not limited to:

- **Level of Service/Case Management Inventory (LS/CMI):** The LS/CMI is an evidence-based, gender-informed integrated case management and assessment tool for adult, justice-involved individuals. It assesses each client's rehabilitation needs, risk of recidivism, and factors related to supervision and programming requirements to aid providers in individualized treatment and case management planning. Key areas measured include Criminal History, Education/Employment, Family/Marital, Leisure/Recreation, Companions, Alcohol/Drug Problems, Antisocial Patterns, Procriminal Attitude Orientation, Barriers to Release, Case Management Plan, Progress Record, Discharge Summary, Specific Risk/Needs Factors, Prison Experience-Institutional Factors, and Special Responsivity Considerations.
- **Adverse Childhood Experiences (ACEs) Screening:** The Adverse Childhood Experiences Screening asks a series of questions about common traumatic experiences that occur in early life to assess their potential impact later in life. These experiences include physical, emotional, and sexual abuse; physical and emotional neglect; and household challenges, such as growing up in a household with incarceration, mental illness, substance use, separation or divorce, or intimate partner violence.<sup>30</sup>
- **PTSD Checklist for DSM-V (PCL-5):** The PCL-5 is a 20-item self-report measure that assesses the 20 DSM-V symptoms of Post-Traumatic Stress

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<sup>30</sup> Information on the ACEs screening from ACEs Aware: <https://www.acesaware.org/screen/screening-for-adverse-childhood-experiences/>

Disorder (PTSD). The PCL-5 has a variety of purposes, including monitoring symptom change during and after treatment; screening individuals for PTSD; and making a provisional PTSD diagnosis.<sup>31</sup>

- **Patient Health Questionnaire (PHQ-9):** The PHQ-9 offers a concise, self-administered tool for assessing depression. It incorporates DSM-IV depression criteria with other leading major depressive symptoms into a brief self-report instrument that is commonly used for screening and diagnosis, as well as selecting and monitoring treatment. Internal consistency of the PHQ-9 has been shown to be high and the diagnostic validity of the 9-item PHQ-9 was established in studies involving 8 primary care and 7 obstetrical clinics.<sup>32</sup>
- **Columbia-Suicide Severity Rating Scale (C-SSRS):** The C-SSRS is a questionnaire used to assess a person's immediate risk of suicide and is used in acute care settings. It was developed by multiple institutions, including Columbia University, with NIMH support. The scale is evidence-supported and is part of a national and international public health initiative involving the assessment of suicidality. Available in 103 different languages, the scale has been successfully implemented across many settings, including the justice system.<sup>33</sup>
- **URICA Readiness for Change Assessment Scale:** The University of Rhode Island Change Assessment Scale (URICA) is a 24-32-item self-report measure that includes 4 subscales measuring the stages of change: (1) Precontemplation, (2) Contemplation, (3) Action, and (4) Maintenance. The URICA can be used in treatment to assess clinical process and motivational readiness to change.<sup>34</sup>
- **Drug Abuse Screening Test (DAST-10):** The DAST-10 was condensed from the 28-item DAST to provide a brief, self-report instrument for population screening, clinical case finding, and treatment evaluation research. It can be used with adults and older youth in a variety of settings to provide a quick index of drug abuse problems.<sup>35</sup>
- **American Society of Addictions Medicine (ASAM) criteria:** The ASAM criteria are 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 use 6 dimensions to create a holistic, biopsychosocial assessment of an individual to be used for service planning and treatment across all services and levels of care. These dimensions are: (1) acute intoxication and/or withdrawal potential; (2) biomedical conditions and complications; (3) emotional, behavioral, or cognitive conditions and

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<sup>31</sup> Information on PCL-5 from the U.S. Department of Veterans Affairs:

<https://www.ptsd.va.gov/professional/assessment/adult-sr/ptsd-checklist.asp>

<sup>32</sup> American Psychological Association FAQ about the Patient Health Questionnaire (PHQ-9 & PHQ-2).

<https://www.apa.org/pi/about/publications/caregivers/practice-settings/assessment/tools/patient-health>

<sup>33</sup> National Suicide Prevention Lifeline: "Columbia-Suicide Severity Rating Scale (C-SSRS)".

<sup>34</sup> National Institute on Alcohol Abuse and Alcoholism. "Assessing Alcohol Problems: A Guide for Clinicians and Researchers." NIH Publication No. 03-3745.

<sup>35</sup> National Institute of Health, Common Data Elements Repository. "Drug Abuse Screening Test (DAST-10)."  
<https://cde.nlm.nih.gov/home>

complications; (4) readiness to change; (5) relapse, continued use, or continued problem potential; and (6) recovery/living environment.<sup>36</sup>

- **VI-SPDAT:** The Vulnerability Index - Service Prioritization Decision Assistance Tool (VI-SPDAT) is a short-form version of the SPDAT administered both to individuals and families to determine risk and prioritization when providing assistance to individuals who are homeless or at-risk of homelessness. The VI-SPDAT serves as a brief survey that can be conducted to quickly determine whether a client has high, moderate, or low acuity. The use of this survey can help prioritize which clients should be given a full SPDAT assessment first.<sup>37</sup>

### **3.7.6.3.2.6 How the proposed design will facilitate care coordination to increase access to behavioral health treatment and support services and ancillary social services (i.e., housing, primary care; benefits, etc.).**

Through partner data sharing and a collaborative identification process that involves referrals from all-levels of justice involvement, the Complex Case Reintegration program will facilitate a “no wrong door” approach to services that facilitates interagency communication. In-reach activities to the jail and Safe Harbor will include initial engagement with CCRP providers’ peer support team followed by engagement with PERC’s Intensive Case Managers (ICMs). The involvement of peer supports will provide an additional layer of coordinated oversight and recovery-oriented service delivery to optimize continuity from the structured correctional environment into recovery support services within the less-structured community setting.

WestCare provides outpatient and residential treatment and recovery support services to adults involved in the criminal justice system, often as an alternative to incarceration. The possibility for clinical involvement becomes vast when considering each of these potential avenues a client may be linked with: PERC’s intensive case management team, WestCare’s licensed counselor, MAT-licensed physician, certified peer support and MAT counselor and a nurse practitioner for mental health management. The lack of an interconnected disciplinary team is where many clients have fallen through the cracks of the system. It is imperative community partners work together to provide overarching care. This all-inclusive team becomes part of the client’s lifeline to recovery.

By providing oversight management and counseling along with recovery-oriented motivational support and advocacy, the CCRP will provide participants with enhanced supports to more effectively navigate and adhere to case management and treatment plans following their release from jail. To maintain motivation and the completion of these tasks, the peer support team will provide evidence-based peer services through the sharing of lived experience with recovery and attainment of a meaningful societal role outside of the criminal justice system. The ICMs will provide paraprofessional accountability counseling along with cross-systems case management to optimize success

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<sup>36</sup> American Society of Addiction Medicine. “ASAM Criteria: What is The ASAM Criteria?”  
<https://www.asam.org/asam-criteria/about>

<sup>37</sup> Service Prioritization Decision Assistance Tool (SPDAT) Manual, Version 4.1.

with the various support programs. The peer support team and ICMs will play integral roles in each client's recovery support network within the program. As the individual navigates treatment, housing, vocational assistance, and other services, the individual will maintain the structured support of the recovery support network to ensure continuity in all services. If the client is part of a probation program, the ICM will optimize compliance to the goals outlined by the probation officer.

The Complex Case Reintegration program provides the local partnering agencies of Pinellas County with the ability to expand upon current diversionary successes by creating an opportunity to more effectively support a subpopulation with specialized supports for safe community reintegration. Treatment will be provided as part of a range of services that optimize recovery and community retention using an approach that is uniquely aimed at addressing the causal factors of arrest, homelessness, substance use, or co-occurring mental health disorders.

The primary difference the CCRP will make for the Pinellas County system, if selected for this grant, is the ability to apply a different approach to serving this higher-need population directly through enhanced coordination with law enforcement, in-reach discharge coordination with the jail, and improved linkages to recovery services with the use of intensive case management and forensic peer support for a growing population. Building upon current innovative resources, Pinellas county will connect the target population to resources that optimize recovery such as safe and stable housing, vocational rehabilitation, robust behavioral health treatment services, peer support, and intensive case management.

**3.7.6.3.2.7 How law enforcement will assess their current process at intercept points, capacity, and how they intend to implement or expand diversion initiatives (e.g., processes, training, etc.).**

Law enforcement will be engaged at Intercept 1 (pre-arrest diversion), Intercept 4 (reentry), and Intercept 5 (community supervision) through targeted outreach during program implementation and throughout the course of the project through stakeholder meetings. As the project proceeds, current law enforcement processes will be reviewed and addressed as needed.

**3.7.6.3.2.8 How the proposed design will incorporate recovery support specialists and peer support.**

Clients assisted through the program will be provided a recovery support network that includes a peer support team to facilitate client engagement in recovery. These peer supports provide services that promote wellness, recovery and resiliency and assist clients with establishing or re-establishing support systems within their community. The impact and effectiveness of peer support, especially when linked with intensive case management, in treatment and recovery is significant. Peer support staff will work in concert with Intensive Case Managers (ICMs) to assist clients with tasks such as setting recovery goals, developing recovery action plans, and solving problems directly related

to recovery, including improving social connectedness, engaging in positive and affirming activities, and improving job skills. The role of peer staff in treatment is highly supportive, rather than directive, and will encourage client participation in mutual aid groups as well as provide information about existing groups. Depending on the particular needs of the individual, peer support staff will develop linkages to resources that address specialized needs, such as those related to HIV/AIDS, mental health disorders, chronic and acute health problems, parenting or childcare support, or problems stemming from involvement with the criminal justice system.

**3.7.6.3.3 The application must include a description of the strategies an Applicant intends to use to serve the Target Population, including a description of the services and supervision methods to be applied and the goals and measurable objectives of the new interventions.**

The Complex Case Reintegration Program (CCRP) aims to improve outcomes within the target population of high-risk, justice-involved individuals with substance use, mental health, or co-occurring disorders who are, or are likely to be high utilizers of justice and behavioral healthcare systems.

One of Pinellas County's priorities for improving access to behavioral health is ensuring that public and private receiving facilities for individuals in crisis for substance use and mental health services, including jails, are aligned with services being provided to ensure there is "no wrong door" for initial treatment.<sup>38</sup> With this goal in mind, this project will seek to leverage connections and identify new opportunities for in-reach with stakeholders at all levels of justice-involvement. Namely, the project will provide intervention opportunities aligning with the following examples provided by the solicitation:3.7.6.3.3.3 Post-booking alternatives to incarceration.

- 3.7.6.3.3.5 Specialized diversion programs.
- 3.7.6.3.3.6 Intensified transition services that are directed to the designated populations while they are in jail or juvenile detention to facilitate their transition to the community.
- 3.7.6.3.3.9 Linkages to community-based, evidence-based treatment programs for the served Target Population.
- 3.7.6.3.3.10 Community services and programs designed to prevent high-risk populations from becoming involved in the criminal or juvenile justice system.

Project partners will work with the Jail Diversion team in the Sixth Judicial Circuit Public Defender's Office to identify clients eligible for alternatives to incarceration through the program as well as coordinate in-reach into the jail and Safe Harbor to identify inmates re-entering the community who may be eligible for services. All clients enrolled in the program will receive intensive case management, to include treatment and support services, as well as referrals to external resources as appropriate.

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<sup>38</sup> KPMG Evaluation of Pinellas County's Behavioral Health System (2020).

Each client referred to the CCRP will be assessed using the biopsychosocial evaluation built into PERC's data system. This assessment follows the use of the LS/CMI assessment tool to provide a better understanding of client risk factors on an individualized basis and develop responses accordingly. The LS/CMI, other assessments listed in section 3.7.6.3.2.5, and clinical wrap around services will be done in concert with the team at WestCare.

**Counseling Services:** Each client will be assigned a Licensed Mental Health Counselor, Licensed Social Worker or Registered Intern for either license responsible for individual sessions with the client. An individualized treatment plan will be created at the onset of treatment and then reviewed every 30 days per 65D-30's outpatient level setting. Session and group work with this skilled professional could include not only relapse prevention goals, but also address mental health needs, unresolved trauma or grief, family/couple's counseling, career planning, psychoeducation targeted toward holistic living, and so on. As substance use disorders do not exist in a vacuum, isolated from these other relevant areas, neither does effective treatment.

The licensed professionals will have an expected caseload of Complex Case Reintegration Program (CCRP) caseload of 15 clients offering the clinician enough flexibility to fully invested in the client's journey both on-site and within the community on a weekly basis. The ease in accessing therapeutic services both becomes paramount to creating a support system designed to protect the client, provide oversight for safety, and establish rapport. The flexibility of a lower caseload also permits more availability for a more direct relationship with the PERC case manager and other identified members of the client's recovery support network. The counselors will participate in weekly internal staffing meetings for thorough case evaluation in addition to monthly meetings between PERC, WestCare, and the County to ensure adequate service provision and communication between entities.

Mental health is inseparable from substance use recovery. In the earliest phases of recovery, neurotransmitters are attempting to recalibrate having been freshly weaned off heavy regiments of narcotics that hijacked dopamine and serotonin. For many, this creates additional stressors of depression and/or anxiety or uncovers a litany of mental health diagnoses which were being masked through self-medication. CCRP clients requiring more intensive psychiatric services outside of partners' services, such as prescription of psychotropic medications, will be referred to community-based psychiatric providers. CCRP Mental Health Counselors and Case Managers will consult and make those referrals as needed.

**Medication-Assisted Treatment:** CCRP clients will also be screened for interest and eligibility to participate in Medication-Assisted Treatment (MAT). The MAT program has multiple options for opioid use disorders, including the Vivitrol injection, Suboxone films or the extended-release Sublocade injection. The licensed physician will screen each eligible client and determine which medication protocol is appropriate to treat the addiction. Any MAT treatment protocol comes with physician-monitored administration and/or medication management as well as a counselor and certified peer support

specialist to assist the client with MAT-specific goals. If the client does not desire or qualify for MAT services, a peer support will be made available through the outpatient program's existing peer support team.

**Transitional Housing and Residential Treatment:** Mustard Seed Inn (MSI) is WestCare's transitional housing facility, designed to curtail homelessness and provide rapid rehousing services for homeless individuals and families as well as vocational and employment services where indicated. MSI accepts individuals from the local homeless coordinated entry system as well as from WestCare's residential treatment programs, which primarily serve at-risk individuals from the justice system. Individuals in residential treatment are adults with a substance use or co-occurring mental health disorders disorder who are experiencing barriers to obtaining or maintaining livable-wage employment and self-sufficiency.

**Vocational Services and Workforce Support:** WestCare and PERC both offer employment programs in coordination with local employers, workforce development boards, and other agencies invested in workforce activities or substance use disorder prevention and treatment. WestCare's vocational services utilize Florida Department of Economic Opportunity Ready to Work guidelines as well as Supportive Employment evidence-based components. WestCare Workforce Support additionally provides short-term prevocational training services that are directly linked to employment opportunities in Pinellas County. Along with CareerSource staff, WestCare works with the client to identify specific employment needs, goals, and services. A Career Development Specialist will focus on career counseling, mapping career paths, and helping individuals understand the strengths and challenges they bring to the workforce. The Career Development Specialist will also conduct a DISCFlex profile to help clients understand behavioral and personality tendencies that may influence their success in a chosen field and work with the Employment Specialist These strengths and challenges will be used to identify areas for additional training or focus in counseling sessions and will help in designing the client's Individualized Vocational Plan.

WestCare and PERC will work together to help clients through each step of employment seeking: review experiences, skills, and talents; identify work interests and goals; assist with benefits planning; perform job searches; help make connections with employers; prepare for and attend interviews; acclimate to the work environment; assess performance and problem-solve; plan and prepare for new responsibilities; transition to new jobs; long-term career planning; and provide ongoing post-placement support.

#### **3.7.6.4 Performance Measures**

**Applications must include a description of the manner in which grant activities will be monitored to determine achievement of performance measures specified in Section 2.4, including the following.**

**3.7.6.4.1 A description of the process for collecting performance measurement data, and any other state or local outcome data to measure project effectiveness.**



PERC and WestCare will coordinate the collection and reporting of quarterly performance measurement data. To promote care coordination and timely data reporting, PERC will build-in an entry point to their internal client information system to allow cross-agency access to grant-funded client records. PERC's data system is tailored to needs/risk factors specific to Pinellas County and has remote access capabilities on a secured network for program partners. This system developed and used in the Pinellas Reentry Court Program funded through the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, and was part of a national evaluation with the Council of State Governments and RTI International, as well as collaborations with local evaluators. Providers will still use their own internal systems for day-to-day tracking of all other client information necessary for their own operations.

The primary external systems used for performance measure data collections include Odyssey (the portal for Criminal Justice Information System) and the Homeless Management Information System (HMIS). Odyssey will be used to collect arrest information for clients while enrolled in the program and post-completion as necessary. HMIS will be used, along with interviews with clients, to establish housing and employment status upon enrollment and post-completion as necessary.

**3.7.6.4.2 Proposed targets and methodologies to address the measures specified in Section 2.4.1, for Planning Grants, and Section 2.4.2, for Implementation and Expansion Grants.**

**2.4.2.1.1 Less than 20% of clients enrolled in the program will be arrested or rearrested while receiving services.**

- **Quarterly Calculation:** (# of clients currently participating in the program who have no prior arrests during enrollment that were arrested this quarter) ÷ (# of clients participating in the program this quarter who have not previously been arrested while enrolled)
- **End/Summary Calculation:** (# of clients who participated in the program and had at least 1 arrest while enrolled) ÷ (total # of clients who were enrolled and participated in the program)

**2.4.2.1.2 80% of clients will be assisted in applying for social security or other benefits for which they may be eligible but were not receiving at their program start date.**

- **Quarterly Calculation:** (# of clients currently participating in the program who were eligible for, but not receiving a benefit at enrollment and who have not been previously assisted in applying for a benefit through CCRP, that were assisted this quarter) ÷ (# of clients eligible for, but not receiving a benefit at enrollment who are participating in the program this quarter and have not yet been assisted)
- **End/ Summary Calculation:** (# of clients who were eligible for, but not receiving a benefit at enrollment who were assisted in applying for benefits) ÷ (total # of clients who were eligible for, but not receiving a benefit at enrollment who were enrolled and participated in the program)

**2.4.2.1.3 5% of clients will be those diverted from a State Mental Health Treatment Facility or its equivalent.**

- **Quarterly Calculation:** (# of new enrollments this quarter who were diverted from involuntary treatment or "Baker Act", or who have had multiple prior admissions to CSUs) ÷ (# of new enrollments this quarter)
- **End/Summary Calculation:** (# of participants who were diverted from involuntary treatment or "Baker Act" or who have had multiple prior admissions to CSUs) ÷ (total # of clients who were enrolled and participated in the program.)

**2.4.2.1.4 50% of clients will successfully complete program services**

- **Quarterly Calculation:** (# of successful completions this quarter) ÷ (# of completions, successful or unsuccessful, this quarter)
- **End/Summary Calculation:** (# of successful completions) ÷ (total # of completions, successful or unsuccessful)
  - **Definition of Successful Completion:** Clients will be determined to have successfully completed the program following completion of 60% of the goals stated in their individualized case and treatment plans and/or mutual consensus between project partners.

**2.4.2.2.1 Less than 50% will be arrested or rearrested for a new charge within six months following successful completion of program services.**

- **Quarterly Calculation:** (# of participants who successfully completed program services six months ago as of this quarter who have since been arrested for a new charge) ÷ (total # of clients who successfully completed the program six months ago as of this quarter)
- **End/Summary Calculation:** (# of participants who were arrested for a new charge within six months of successful program completion) ÷ (total # of clients who successfully completed the program six or more months ago)

**2.4.2.2.2 50% of clients who did not reside in a stable housing environment on their start date will reside in a stable housing environment within 90 days of their start date.**

- **Quarterly Calculation:** (# of participants who started program services 90 days ago as of this quarter and did not reside in stable housing at the time of enrollment who are now residing in a stable housing environment) ÷ (total # of participants who started program services 90 days ago as of this quarter and did not reside in stable housing at the time of enrollment)
- **End/Summary Calculation:** (# of participants who did not reside in stable housing at the time of enrollment who resided in a stable housing environment within 90 days of their program start date) ÷ (total # of participants with a program start date at least 90 days prior to the end of the reporting period who did not reside in stable housing at the time of enrollment)

**2.4.2.2.4 25% of clients who were not employed, but willing to work at their program start date will be employed full- or part-time within 180 days of their program start date.**

- **Quarterly Calculation:** (# of participants who started program services 180 days ago as of this quarter, were not employed but willing to work on their program start date, and have since been employed) ÷ (total # of participants who started program services 180 days ago as of this quarter and were not employed but willing to work when they entered the program)
- **End/Summary Calculation:** (# of participants who were not employed but willing to work when they entered the program who were employed within 180 of their program start date) ÷ (total # of participants with a program start date at least 180 days prior to the end of the reporting period who were not employed but willing to work when they entered the program)
  - Definition of employed: The definition of “employed” is expanded to include certain prevocational training programs provided by WestCare and PERC that incorporate a hiring track or otherwise conclude in direct links to employment upon completion.

**3.7.6.4.3 At least one additional proposed performance measure unique to the tasks outlined in the application, including proposed targets and methodologies.**

**3.7.6.4.3 80% of clients successfully completing program services will exhibit stabilization or reduction in a minimum of 2 ASAM dimensions.**

- **Quarterly Calculation:** (# of participants who successfully completed the program and demonstrated stabilization or reduction in a minimum of 2 ASAM dimensions this quarter) ÷ (# of participants who successfully completed the program this quarter)
- **End/Summary Calculation:** (# of participants who successfully completed the program and demonstrated stabilization or reduction in a minimum of 2 ASAM dimensions) ÷ (total # of participants who successfully completed the program)
  - About ASAM: The American Society of Addictions Medicine (ASAM) criteria are 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 6 ASAM dimensions are outlined in section 3.7.6.3.2.5.

**3.7.6.5 Capability and Experience**

**For both Planning and Implementation and Expansion Grants, the application must include a description of the Applicant’s capability and experience in providing similar services, including the following.**

**3.7.6.5.1 Capability and experience of the Applicant and other participating organizations, including law enforcement agencies, to meet the objectives detailed in this RFA.**

**Pinellas County (Grant Recipient/Administrator):** Pinellas County is governed by an elected seven-member Board of County Commissioners (BCC). The BCC’s strategic initiatives have always focused on improving the quality of life of Pinellas’ residents. Pinellas County Human Services (PCHS) supports these initiatives by providing the

Pinellas County Health Program, Health Care for the Homeless Program, Homeless Prevention, Disability Advocacy, Justice Coordination, Veterans Services, and other programs that promote improved health outcomes and self-sufficiency of low-income and/or at-risk Pinellas County residents. PCHS has provided access to these services through outreach, case management, eligibility determination and enrollment into programs for county residents for over 50 years.

PCHS has a wealth of experience in serving uninsured, underserved, vulnerable, and special needs populations as a federal grantee for the Health Resources and Administration's Health Center program for the homeless; the Cooperative Agreement to Benefit Homeless Individuals (CABHI) for individuals with SMI, SED, COD, or SUD; and SAMHSA's Assisted Outpatient Treatment (AOT) Grant Program for Individuals with Serious Mental Illness. PCHS has also worked with the Sixth Judicial Circuit on a variety of jail diversion, specialty court, and drug treatment programs as a grantee and a funder. In 2016, the PCHS began a behavioral health pilot program for individuals with the highest utilization of county jails, hospitals, and crisis units. Locally, PCHS is actively involved in the Opioid Task Force and the Substance Abuse Advisory Board.

The Complex Case Reintegration Program will be spearheaded by PCHS as the pass-through, grant administration entity. Post award, PCHS will initiate program planning implementation, facilitate the execution of contractual agreements, and monitor program progress to ensure goals and objectives are met throughout the life of the grant. PCHS will also provide continuous fiscal and programmatic oversight of the various components of the Complex Case Reintegration Program to ensure program compliance with grant guidelines and directives.

**Pinellas Ex-Offender Reentry Coalition (PERC) (Program Lead/Case Management Provider/Subrecipient):** PERC has existed as an organization for nearly 30 years through advocacy and action. This has included direct structured programs, housing, cognitive behavioral classes, comprehensive case management and employment development. We are community based as an organization- beginning (and maintaining) a grass roots coalition approach. PERC has expanded its offerings to the community with three offices throughout Pinellas County and two offices in Pasco County, and has served statewide- working with three gubernatorial administrations, the state legislature, the Florida Department of Corrections, and with a variety of communities looking to start reentry coalitions similar to ours. This has expanded in a national sense, helping spread successful reentry practices through the Council of State Governments and the National Association of Drug Court Professionals.

PERC case managers provide comprehensive, intensive re-entry case management services, including but not limited to job development and placement, job retention skill training, transitional housing, assessments, evaluations and referrals for substance abuse and mental health treatment, linkages for subsistence needs (beyond housing), partnerships for GED and adult basic education, and employment training – all outlined in a unique, individualized case plan that is updated regularly. Beyond this, PERC is also a licensed out-patient substance abuse provider, licensed batterer's intervention program

provider, licensed HIV/AIDS testing and education provider, and provides many other cognitive education classes such as life skills, advanced life skills, anger management, errors in thinking, just to mention a few. PERC also offers larger comprehensive programs either as a lead agency or as a collaborative partner. Programs have included the St. Pete Works workforce development collaborative, the Pinellas Substance Abuse/HIV/AIDS/Responsibility Program (SHARP) providing Substance Abuse and HIV/AIDS education programming to high risk young adults (age 13-25), the One Raft Evening Reporting Center working with high risk to re-offender high school and middle school students as part of the Pinellas County Juvenile Detention Alternatives Initiative, the Tampa Bay Career Pathways Collaborative employment program, the Red Tent Women's Initiative, the Veterans Treatment Court (employment component), and the United Way Workforce Development Cohort program with the Pinellas County Urban League.

In recent years PERC successfully completed the Pinellas Reentry Court program in partnership with Pinellas County Government, the Reentry to Independence Program with the Pinellas County Sheriff's Office, employment programs with the State of Florida and the City of St. Petersburg, and expansion of other programs throughout Pinellas and Pasco counties. Currently, PERC has expanded its services as a housing provider having added a Transition in Place program from the Veteran's Administration in support of our Tiny House Veteran's Village housing and training program, and recently received a three-year award from the Department of Justice under the Second Chance Act, also for training and intensive case management services.

**WestCare (Primary Treatment Provider/Subrecipient):** WestCare GulfCoast-Florida, Inc. is a 501(c) 3 community-based, licensed and CARF-accredited nonprofit, which was established in Pinellas County in 2001, and serves approximately 3,500 individuals annually with approximately 125 employees. WestCare is an affiliate of the national WestCare network of behavioral health organizations operating in 18 U.S. states and 3 U.S. territories. WestCare provides a wide spectrum of human services in both residential and outpatient environments, including counseling and substance abuse treatment. WestCare's outpatient programs provide counseling to clients with special needs, such as those with HIV, and prioritize early intervention for anyone with two or more disorders. WestCare has successfully implemented both SAMHSA and BJA (offender mentoring) grants and works under numerous contracts with Pinellas County, the Sixth Judicial Circuit Court of Florida, and the Florida Department of Corrections to provide evidence-based residential and outpatient substance use and co-occurring treatment services to hundreds of Pinellas County residents. WestCare's continuum of treatment services includes emergency shelter, transitional housing, outpatient and residential treatment, prevention programs, and permanent supportive housing for Veterans. WestCare manages more than 30 local, state and federal contracts (i.e. BJA, SAMHSA, VA, DOT, HUD, etc.). Dedicated to working in mutual partnership with the communities they serve, WestCare's mission is to empower clients to engage in a process of healing, growth, and change that will benefit them, their families, their coworkers and their communities.

**2.1.7.3 When applicable to the project design, Applicants must demonstrate capacity to provide and coordinate services remotely, in accordance with local, state and federal health guidelines.**

Pinellas County: PCHS has formal guidelines regarding remote work and, in response to the COVID-19 pandemic, has implemented several changes in response to local, state and federal health guidelines. Since March of 2020, most staff responsible for grant administration and fiscal/programmatic oversight have been performing their duties remotely on a full-time basis through invoicing, data reporting, virtual site visits, and collaborative teleconferences with no interruption in services.

PERC has been doing remote case management, remote classes, and providing services remotely for nearly ten years on a limited basis, to help provide services to those in rural or remote locations, or where transportation has been a barrier. When the COVID 19 pandemic began, as an agency PERC was prepared and able to quickly move most services remotely without a break in continuity. PERC is accredited by CARF and licensed by the State of Florida under 65D 30. All services were and continue to be provided in accordance with local, state and federal health guidelines.

WestCare is currently equipped to meet clients remotely for assessment, individual sessions, and groups and have a history of providing services in this capacity on a case-by-case basis. The option of internet services offers a multitude of benefits by allowing staff to better assess clients' home environments for safety; eliminating transportation barriers which many Pinellas county residents struggle with; and providing an opportunity for further engagement in clinical services for members of clients' live-in support systems who may have been hesitant or unable to come to in-office appointments. Clients who may lack certain utilities such as a smart device, computer access or consistent Wi-Fi will still have the option to attend meetings in-person with adherence to the U.S. Centers for Disease Control COVID-19 safety guidelines.

Remote services will also be an integral part of this collaborative project. Remote services will be a way in which the CCRP teams partner with one another through weekly treatment team meetings to address the progress or barriers of mutual clients, share resources, provide linkage to services etc. The ability to connect via remote services will also minimize the expense required for both programs to adequately provide wrap-around care.

**3.7.6.5.2 Availability of resources for the proposed project.**

WestCare will be the primary service provider for this project, with case management and supplementary support services for clients provided by the project lead, PERC. Pinellas County Human Services will also facilitate access to County-funded programs and support services as needed, including: Healthcare for the Homeless (HCH); Cooperative Agreements to Benefit Homeless Individuals (CABHI); workforce development;

permanent housing supports; and SSI/SSDI Outreach, Access, and Recovery (SOAR). Additional information on these services can be found in the budget narrative.

Available resources at WestCare include, but are not limited to:

- **Emergency Homeless Shelter:** WestCare's A Turning Point facility in St. Petersburg is an emergency shelter and the only inebriate-receiving facility in the Tampa Bay area.
- **Transitional Housing:** Mustard Seed Inn in St. Petersburg provides transitional housing and sober-living beds for adults who need additional support in their sobriety before transitioning to independent housing. These services are more thoroughly explained in Section 3.7.6.3.3 as a transitional service into the community.
- **Rapid-Rehousing:** WestCare provides services to quickly house homeless individuals and families in safe, stable, supportive homes. This stability then allows WestCare homeless case managers to work alongside clients to help build support networks, teach life skills, provide for vocational training and job placement, and ultimately help them achieve stable independence.
- **Veterans Services:** WestCare specializes in supportive services for Veterans with substance use disorders, including transitional and supportive housing, recovery services, job placement, and a dedicated Veterans Mentoring Program.
- **Medication Assisted Treatment (MAT):** MAT is available to those with opioid dependency. The services are further explained in detail below in Subsection 3.7.6.5.3.
- **Aftercare and Recovery Maintenance services:** Ongoing support is extremely important for relapse prevention. WestCare offers mutual aid/support groups for WestCare clients and alumni

### **3.7.6.5.3 Anticipated role of advocates, peer specialists, family members, and responsible partners.**

The case management and treatment staff at PERC and WestCare will work together to develop recovery support networks that best suit each client's specific needs. All information on the development, composition, status, and results of these individualized support networks will be documented in the progress notes sections of PERC's coordinated data system. Staff involved will be able to update individualized case and treatment plans in real time and share information with other members of each client's recovery support network. The Program Manager position at PERC will be responsible for coordination of staff meetings, while recovery support network staff will coordinate with advocates, family, and responsible partners/associates as appropriate on a case-by-case basis.

Peer support staff will play an integral role in each client's recovery support network. Family members, or non-related supports the client considers family, will be invited into the treatment process. Family might include family of origin, adoptive family, a

significant other or partner, children (biological or non), friends, sponsors or anyone else the client deems an essential part of their lives. Family counseling will be available through a qualified professional. If appropriate, the family will be invited to create a treatment plan with the client to work toward holistic healing.

**3.7.6.5.4 Proposed staff, including Project Director, key personnel, and subcontractors who will participate in the project, showing the role of each and their level of effort and qualifications. Briefly discuss the responsibilities of each participating organization and how the Applicant proposes to fill staff positions and select subcontractors.**

Proposed staff and key personnel for the Applicant and its subcontractors are listed below:

**Pinellas County (Applicant)**

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**0.15 FTE: Grant Administrator:** This position will provide fiscal oversight of the program and serve as the project liaison with DCF. The Grant Administrator will monitor program progress and compliance, facilitate the execution of contracts, process reimbursement requests from providers, and assist partners with outreach efforts. At minimum, the PCHS staff member assigned to this role will have a Bachelor's degree and 4 years of professional experience; a Master's degree and 2 years of professional experience; or an equivalent combination of education, training, and/or professional experience in criminal justice, public administration, social science, law, government or a related field.

**In-Kind Match – 0.05 FTE: Behavioral Health Data Scientist:** This position will provide technical assistance for the program as well as ad hoc trainings and CEUs for program staff. The Behavioral Health Data Scientist at Pinellas County Human Services who will assist with this program is Joshua Barnett. Mr. Barnett has a Master of Arts degree in Thanatology, a Master of Health Sciences degree, and is a current Ph.D. candidate at the University of South Florida for Behavioral and Community Sciences.

**WestCare Gulfcoast Florida, Inc (Subrecipient)**

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**0.10 FTE Clinical Director of Mental Health Services:** This position will oversee all aspects of the program and its implementation, including training and contract compliance. The Clinical Director will train and supervise new and current mental health and substance abuse counselors. The Clinical Director of Mental Health Services, Megan Tarbox, is a Licensed Mental Health Counselor (LMHC) and Master's Level Certified Addiction Professional (MCAP) with more than ten years of substance use and mental health counseling experience.

**2.0 FTE Mental Health Counselors:** The mental health counselors will perform substance abuse and mental health counseling work in individual and group formats. Counselors will provide evaluation, screening, and assessment services for clients.



Counselors are responsible for documentation in accordance with accreditation and licensing standards. Qualified applicants for these positions will be Licensed Social Workers (LSWs), Licensed Mental Health Counselors (LMHCs), or registered interns for either license. Skills for these positions include but are not limited to sensitivity and awareness of individual's issues, understanding of abuse issues and post-traumatic stress disorders and will provide case management services to opiate dependent clients.

**In-Kind Match – 0.10 FTE Vice President of Operations:** The VP of Operations, Larry McArthur, is responsible for overall operations of all programs in WestCare Gulfcoast Florida, Inc region. This position will assure program is implemented as designed and will work with all members of the team to promote success and help as many clients as possible. Mr. McArthur has worked in the behavioral health industry for almost 30 years in a wide variety of capacities from technology to Executive Director.

**In-Kind Match – 0.10 FTE Director of Outpatient Services:** This position will oversee daily operations and program services. They will provide clinical and administrative supervision ensuring the fidelity of services; build community resources for clients; and engage stakeholders in a recovery support model. The Director of Outpatient Services at WestCare is Elizabeth Darby. Ms. Darby is a Certified Mental Health Professional (CMHP), a Certified Addictions Professional (CAP), and holds an International Credential as an Alcohol and Drug Counselor (IADC). Ms. Darby will facilitate the use of program data into performance improvement where needed and in adherence to state licensing and CARF accreditation standards.

**In- Kind Match – 0.10 FTE Director of Quality Assurance and Compliance:** This position will be responsible for clinical file quality and licensing compliance. They will be responsible for working with program staff to get program ready for the CARF survey and to stay on top of all aspects related to our accreditation. The Director of Quality Assurance at WestCare is Sarey Chim. Ms. Chim has a bachelor's in applied science for Health Services Administration and several years professional experience in quality assurance.

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### **Pinellas Ex-Offender Reentry Coalition (Subrecipient)**

**1.0 FTE: Program Manager/Project Director:** This position will serve as the project lead on the Complex Case Reintegration Program and will be responsible for day-to-day program oversight and monitoring, team collaboration, data collection, and reporting. The person in this position will supervise the care and supervision of clients in the program as well as the Case Managers, Assessors, Mentors and any other staff as assigned. The candidate hired for this position must hold a bachelor's degree in social work, psychology, childhood education, education counseling and psychology or a high school diploma/GED and equivalent experience in substance abuse/mental health. They additionally must hold a current certification from the National Association of Alcohol and Drug Abuse Counselors, or a similar organization.

**2.0 FTE: Intensive Services Case Managers:** These 2 positions will provide intensive case management services to clients and work collaboratively with the team at WestCare to develop individualized case and treatment plans for clients. Persons in this position will work in collaboration with other case managers, assessors, treatment team members and other outside programs to provide comprehensive services to clients of CCRP. The candidate hired for this position must at minimum have or be working towards a bachelor's degree in Social Work, have a bachelor's degree with a social work coursework, or have comparable years of qualifying experience.

**In-Kind Match – 0.15 FTE Executive Director:** The Executive Director and CEO of PERC, Michael Jalazo, will be responsible for grant deliverables working with the Director of Operations, Contract Manager, Program Director and Case Management staff to ensure grant compliance. This will include but is not limited to internal and external grant collaboration meetings and review, and monthly, quarterly and annual reporting and planning as necessary. Additionally, the Executive Director will be responsible or appoint someone as appropriate for community dissemination of program information. Mr. Jalazo and PERC have spent more than 20 years in the development of jail transition and post release programming, cost benefit analysis of programming, and evaluation of criminal justice work. This has included creating and implementing grants and programs with the Department of Justice, SAMHSA, Department of Labor, and multiple jurisdictions on the state and local level contractually.

**In-Kind Match – 0.15 FTE Director of Operations:** The PERC Director of Operations, Jennifer Trivoli, oversees the day to day running of the agency. In this program duties will include but are not limited working with the Contract Manager, Program Director and Case Management staff to ensure grant compliance and submission of grant deliverables. Ms. Trivoli is a Licensed Clinical Social Worker and has spent more than 20 years in the development of in jail and post release programming in criminal justice work. This has included creating and implementing grants and programs with the Department of Justice, SAMHSA, Department of Labor, and multiple jurisdictions on the state and local level contractually. Additionally, Ms. Trivoli oversees licensing requirements for PERC under 65D30 and CARF Accreditation for the agency.

**In-Kind Match – 0.15 FTE Contract Manager:** The PERC Contract Manager, Tracy Roberts, oversees execution, implementation, and other such functions of all contracts of the agency. In this program duties will include but is not limited to grant deliverables working Program Director and Case Management staff to ensure grant compliance. This will include internal and grant collaboration meetings and contract review, and monthly, quarterly and annual reporting and planning as necessary. Ms. Roberts has spent more than 20 years in the development of data systems and managing contracts for all in-jail and post-release programming. This has included creating and implementing grants and programs with the Department of Justice, SAMHSA, Department of Labor, and multiple jurisdictions on the state and local level, contractually.

### 3.7.6.6 Evaluation and Sustainability

**3.7.6.6.1 Evaluation: For both Planning and Implementation and Expansion Grants, the application must include a description of how the project's effectiveness will be demonstrated, including assessments of planning or implementation outcomes. Discuss how variables like stakeholder support and service coordination will be defined and measured. Describe the process for collecting performance measurement data, and any other state or local outcome data to measure project effectiveness in promoting public safety, reduction of recidivism and access to services and supports for the Target Population(s). If using an external evaluator, identify the individual or entity conducting the evaluation.**

General effectiveness of the Complex Case Reintegration Program (CCRP) will be assessed through ongoing partner discussions of implementation progress, planning updates, and quarterly reporting, review, and discussion of performance measurement data collected as outlined in section 3.7.6.4. Stakeholder support and service coordination will be measured based on referrals and feedback from external providers, as well as issues and successes identified during meetings between project partners. Additional evaluations of program success will be performed by PERC as necessary and described below.

PERC has extensive experience in program management and evaluation, including federal programs with the Department of Labor, Department of Justice and the Department of Health and Human Services. For all programs, PERC collects and provides data that measure the results of the work done and identifies specific performance outcomes related to the long-term goal of the program. Process evaluation tasks track and measure the project's performance measures and objectives. Specifically, process evaluation shows services provided and numbers achieved, and is used to complement the outcome evaluation. From data derived, the program will adjust program activities to best meet goals and objectives. The overall goals of this initiative will be measured through the outcome evaluation. These evaluations of the program will consist of two separate but essential components. 1. PERC will conduct a formative evaluation of the planning and implementation phase and identify areas in need of improvement, if any, as well as the degree to which program services are appropriately identified and focused. If needed improvements are identified, staff will address the needs after quick planning and implementation. A formative report containing the planning and implementation progress of the program as well as individual components, will be produced at the end of year one, and each subsequent year to reflect any changes in program operations. 2. PERC will conduct a summative evaluation of the program's effectiveness at achieving program goals and objectives. Findings from this section will be included in the comprehensive summative report after a full year of program services.

PERC staff has extensive experience and training in research, statistics and evaluation. Data collected will be used to support the initiative's commitment to program delivery principles and interagency partnership, as well as to increase awareness of the program's strengths and needs. In order to assess program effectiveness, staff will document program development, implementation and outcomes. Previous successful evaluations

have demonstrated competencies in assuring effective data collection and performance assessment processes, routine monitoring for data quality, data management and analysis. The research team has extensive experience designing and evaluating the effectiveness of programs for at-risk and community-based populations. The evaluation design will be responsive and utilization-focused by using standardized and validated assessment instruments. Client-level performance and outcome data will be collected during all phases to ensure the project is implemented as planned, and to measure the extent to which its goal and objectives are reached.

**3.7.6.6.2 Additional Evaluation Requirements - Implementation and Expansion Grants Only: The application must include an estimation of the effect of the proposed project on the Target Population related to the budget of the jail and juvenile detention center, including the following.**

**3.7.6.6.2.1 An estimate of how the proposed initiative will reduce the expenditures associated with the incarceration of the Target Population.**

In a pilot program initiated by the Pinellas County Board of County Commissioners, the Pinellas County Empowerment Team Empowerment Team (PCET) examined a select group of the 31 highest utilizers of behavioral health services in the County provided services to address their needs. The members of this group had several characteristics in common with the target population of the proposed Complex Case Reintegration Program (CCRP), including complex mental health and substance use diagnoses, current or high-risk of homelessness, and criminal justice system involvement.

Prior to the initiation of PCET services in June of 2016, the 31 participants in the study were the source of approximately \$1.05 million in annual services expenditures. Collectively, they accounted for 1,816 jail days, 842 shelter days, \$270,000 in behavioral health services, and \$535,000 in Medicaid costs. Within the first year and a half of PCET implementation, combined costs for participants were reduced by 57.9% from the baseline. By the end of 2018, the cumulative reduction remained about the same (55.5%) due to an increase in Medicaid usage, but reductions in jail, behavioral health, and shelter costs among study participants dropped significantly from the baseline, by 87.7%, 91%, and 93.9%, respectively.

The Complex Case Reintegration project will assist in both immediate cost-savings through jail diversion as well as longer term reductions in expenditures from treatment resulting in clients' reduced future risk of re-offending, arrest, and incarceration. While the long-term benefits for jail and behavioral health expenditures are more difficult to estimate, keeping all clients served during the grant period out of jail for just one week would save almost \$105,000.00 in jail expenditures. The FY2020-2021 budget for the Pinellas County Jail was approximately \$129 million,<sup>39</sup> with an estimated cost of \$142.62 per inmate, per day.<sup>40</sup>

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<sup>39</sup> PCSO FY2021 Adopted budget

<sup>40</sup> Based on FY 2021 PCSO detention budget and the average daily population of the jail for 2020.

**3.7.6.6.2.2 The proposed methodology to measure the defined outcomes and the corresponding savings or averted costs. An estimate of how the cost savings or averted costs will sustain or expand the mental health, substance abuse, co-occurring disorder treatment services and supports needed in the community.**

Performance measurement data will be collected by PERC and WestCare and reported to the County during monthly collaborative team meetings and in quarterly performance reports. Data on client arrests will be collected using Odyssey, the criminal justice information portal, by the project director to determine client arrests while enrolled and post-completion, as required. The project team will examine clients' previous criminal history to estimate reductions in arrests and jail stays and use that information to determine financial savings to the jail.

The Complex Case Reintegration Program (CCRP) will also collect data regarding clients' pre- and post-program housing status from client interviews and HMIS as required. Averted costs in terms of homelessness will be calculated based on length of time spent in this program while in residential treatment, transitional housing, or other housing placement assistance coordinated by the CCRP versus expected costs for a similar time period through shelters and services provided by the County's homeless service providers.

Participants' self-report data on employment will be collected at program admission and post-completion, as required. Cost savings for employment will be measured based on clients' income level when compared to the reduced or discontinued level of financial assistance they were receiving while unemployed (e.g. Medicaid, subsidized healthcare/housing/utilities, SNAP, TCA).

To estimate savings for the mental health system, the CCRP team will examine clients directly diverted into CCRP through referrals from the CSU, as well as clients with previous commitments to involuntary treatment or a State Mental Health Treatment Facility. Averted costs will be calculated for each participant based on the number and duration of previous commitments compared to commitments and stays during enrollment in the program.

The CCRP will target Pinellas County residents who frequently cycle through the jail and behavioral health services. Costs averted through the diversion and stabilization of clients in the CCRP will reduce strain on behavioral health and criminal justice systems, agencies, and staff. As a result, savings through the CCRP will help expand behavioral health treatment services and supports needed in the community not only through cost-savings that can be used for new or expanded initiatives; but by freeing up slots/bed space for critical services and reducing caseloads for behavioral health and justice staff.

**3.7.6.6.2.3 How the proposed initiative will reduce the number of individuals judicially committed to a state mental health treatment facility.**

The Complex Case Reintegration Program (CCRP) will work closely with Crisis Stabilization Units (CSUs) to identify clients who access a CSU for an involuntary examination or “Baker Act”. Individuals who enter a CSU are evaluated within 72 hours and may be petitioned for involuntary inpatient treatment, involuntary outpatient treatment (also known as Assisted Outpatient Treatment (AOT) or discharged. The project team will engage with CSUs to identify individuals who meet criteria for the CCRP and can be diverted from further court-ordered/involuntary treatment placements, including a State Mental Health Treatment Facility. We anticipate this to be a small number of individuals given 1) the time to engage a client before being discharged from the CSU, and 2) finding individuals competent and willing to engage in a voluntary outpatient treatment program. The CCRP team will also work closely with those providers serving clients court-ordered into the involuntary outpatient treatment program as an extension of services that may complement the clients existing treatment order and continue beyond the length of stay in the AOT program, further stabilizing them and keeping them from returning to the CSU and more intensive services.

### **3.7.6.6.3 Sustainability**

**For both Planning and Implementation and Expansion Grants, the application must address sustainability of the project. Describe the proposed strategies to preserve and enhance the community mental health and substance abuse systems. Describe how sustainability methods will be used and evaluated, including how collaborative partnerships and funding will be leveraged to build long-term support and resources to sustain the project when the state grant ends.**

Pinellas County, PERC, and WestCare understand the critical role that sustainability planning plays in the preservation of a project's goals and outcomes. Project partners will work in concert to develop a sustainability plan within the first six (6) months of the project. WestCare has more than fifteen (15) years of experience conducting sustainability planning sessions across the nation using a model curriculum and planning process for sustainability planning copyrighted by The Finance Project. The model emphasizes strategic financing planning and a myriad of financing strategies not limited only to grant seeking. Together, CCRP partners will use these principles to develop a written sustainability plan that:

- Clarifies the vision of the project as it evolves and community needs change
- Identifies short-term and long-term sustainability strategies
- Maximizes the use of billable services to third parties (e.g. insurance, Medicaid)
- Uses performance data to determine specific activities
- Has a specific plan to obtain/maintain resources needed to sustain the program
- Preserves existing partnerships and leverages new partners

The written plan will be updated at least once annually during a collaborative sustainability planning session with project stakeholders. Regarding collaborations and leveraging resources that will help sustain the project, the project team will continue to seek and secure local, state, federal, and private funding and/or grants. Pinellas County has extensive experience in stakeholder collaboration, grant applications, and leveraging resources and routinely partners with the PSCC and the courts to collaborate on grant applications for federal and state resources.

APPENDIX K - CJMHS A REINVESTMENT GRANT PLANNING COUNCIL OR COMMITTEE

<b>Bruce Bartlett</b>	<b>Sara Mollo</b>
STATE ATTORNEY OR DESIGNEE	PUBLIC DEFENDER OR DESIGNEE
<b>Paul Levine</b>	<b>Chief Judge Anthony Rondolino</b>
COUNTY COURT JUDGE	CIRCUIT COURT JUDGE
<b>Gay InsKeep</b>	<b>Chris Dudley</b>
LOCAL COURT ADMINISTRATOR OR DESIGNEE	STATE PROBATION CIRCUIT ADMINISTRATOR OR DESIGNEE
<b>Commissioner Pat Gerard</b>	<b>Sheriff Bob Gualtieri</b>
COUNTY COMMISSION CHAIR DESIGNEE	COUNTY DIRECTOR OF PROBATION
<b>Sheriff Bob Gualtieri</b>	<b>Chief Jeffrey Undestad</b>
SHERIFF OR DESIGNEE	POLICE CHIEF OR DESIGNEE
<b>Bob Neri, WestCare Gulfcoast-FL</b>	<b>Sheriff Bob Gualtieri</b>
AREA HOMELESS OR SUPPORTIVE HOUSING PROGRAM REPRESENTATIVE	CHIEF CORRECTIONAL OFFICER
<b>Ariel Veguilla</b>	<b>Melissa Fuller</b>
DJJ - DIRECTOR OF DETENTION FACILITY OR DESIGNEE	DJJ – CHIEF OF PROBATION OFFICER OR DESIGNEE
<b>Melissa Leslie</b>	<i>Vacant</i>
DCF - SUBSTANCE ABUSE AND MENTAL HEALTH PROGRAM OFFICE REPRESENTATIVE	PRIMARY CONSUMER OF MENTAL HEALTH SERVICES
<b>Maxine Booker, PEMHS</b>	<b>Dianne Clarke, Operation PAR</b>
COMMUNITY MENTAL HEALTH AGENCY DIRECTOR OR DESIGNEE	LOCAL SUBSTANCE ABUSE TREATMENT DIRECTOR OR DESIGNEE
<i>Vacant</i>	<i>Vacant</i>
PRIMARY CONSUMER OF COMMUNITY-BASED TREATMENT FAMILY MEMBER	PRIMARY CONSUMER OF SUBSTANCE ABUSE SERVICES



**CRIMINAL JUSTICE**  
**MENTAL HEALTH & SUBSTANCE ABUSE**  
**TECHNICAL ASSISTANCE CENTER**  
*The Louis de la Parte Florida Mental Health Institute*

# **Pinellas County, Florida: Improving Services for Adults with Mental Illnesses and/or Co-occurring Substance Use Disorders Involved with the Criminal Justice System**

## **Sequential Intercept Mapping**

### **Introduction**

This report summarizes the Cross-Systems Sequential Intercept Mapping (SIM) workshop held in Pinellas County, February 18-19, 2016. The workshop was facilitated by the Criminal Justice, Mental Health, and Substance Abuse (CJMHSR) Technical Assistance Center at Florida Mental Health Institute (FMHI), University of South Florida (USF). This report includes:

- ❖ A brief review of the origins and background for the workshop
- ❖ Information gathered at the workshop based on the Sequential Intercept Model or Cross-Systems Mapping
- ❖ An action planning matrix as developed by the group
- ❖ Summary, consensus, and observations by the CJMHSR Technical Assistance Center to assist Pinellas County achieve its goals
- ❖ A cross-systems intercept map based on the perceptions of the Pinellas County mapping participants.

### **Background**

In September of 2015, Governor Scott issued an Executive Order 15-175 directing the Department of Children and Families (DCF) to conduct an analysis of the behavioral health system in Alachua, Broward, and Pinellas Counties. April May, DCF SunCoast Regional Substance Abuse and Mental Health Director, and the local steering committee of the Pinellas County Executive Order requested that the CJMHSR Technical Assistance Center at the USF Florida Mental Health Institute (Tampa) facilitate the Cross-Systems Sequential Intercept Model Mapping in Pinellas County as part of the "executive order" and to provide assistance with:

- ❖ Creating a map of the points of interception among all relevant systems
- ❖ Identification of resources, gaps, and barriers in the existing systems to support recovery
- ❖ Development of an initial strategic action plan to promote progress in addressing the criminal justice diversion and treatment needs of the target population, namely adults with mental illnesses and/or substance use disorders involved in the criminal justice system.



The participants in the workshop included 25 individuals representing multiple stakeholder systems, including leadership from DCF, mental health, substance abuse treatment, human services, corrections, law enforcement, advocates, consumers, county government, state attorney and public defender's offices, and the courts<sup>1</sup>. A complete list of participants is available at the end of this document. Mark Engelhardt, M.S., MSW, ACSW, Kathy Moore, Ph.D., and Jessica Mitchell, Ph.D. from USF-FMHI facilitated the workshop session.

## Objectives of the Cross-Systems Mapping Exercise

The Cross-Systems Mapping Exercise had three primary objectives:

1. The development of a comprehensive picture of how adults with mental illness, substance abuse and co-occurring mental health and/or substance use disorders flow through the Pinellas County criminal justice system along five distinct intercept points: Law Enforcement and Emergency Services (Intercept 1), Initial Detention/Initial Court Hearings (Intercept 2), Jails and Courts (Intercept 3), Community Re-entry (Intercept 4), and Community Corrections/Community Support (Intercept 5).
2. The identification of, strengths, gaps, resources, and opportunities at each intercept point for individuals in the target population.
3. The development of priority areas for activities designed to improve system and service level responses for individuals in the target population.

The Pinellas County Cross-Systems Map created during the workshop is attached.

## Resources and Opportunities

There are several features of the Pinellas County Systems Map that are particularly noteworthy. These include, but are not limited to the items listed below.

Existing Cross-Systems Partnerships include:

- ❖ Public Safety Coordinating Council (PSCC)
- ❖ Established Diversion Programs
  - Adult Drug Court
  - Veteran's Treatment Court
  - Jail Diversion
  - Specialized Dockets for those with mental health problems

Pinellas County Strengths Identified:

- ❖ Long history of working together in various planning committees and task forces
- ❖ Emphasis on diversion of those individuals with co-occurring disorders in need of SAMH treatment from the criminal justice system
- ❖ Implementation of mental health and substance use screening at the Pinellas County Jail
- ❖ Safe Harbor – a time unlimited shelter with 470 available beds

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<sup>1</sup> While the courts were represented, no judges were able to attend.

- ❖ A DCF and County Commission approved Pinellas County transportation exception plan for persons in need of acute behavioral healthcare under the Baker Act (voluntary or involuntary)
- ❖ A number of homeless outreach teams
- ❖ A history of Crisis Intervention Team (CIT) training throughout the county

## **Pinellas County Cross-Systems Map Narrative**

The following information reflects the information, often verbatim, gleaned during the *Cross-Systems Mapping* Exercise. These participant notes include a description of potential interventions at each intercept point in the Criminal Justice and Behavioral Health System as perceived by the participants during the mapping process. Gaps in service delivery and resource opportunities are identified at each intercept point. These notes may be used as a reference in reviewing the Pinellas County Cross-Systems Map and as a tool in developing a formal strategic action plan and/or updated Memorandum of Understanding among community stakeholders and local planning entities.

### **Intercept I: Initial Contact w/ Law Enforcement, Prevention Programs, or Emergency Services**

#### ➤ Identified Strengths and Resources

- Pinellas County Sheriff's Office and multiple municipalities receive CIT training, including officers/deputies, dispatch, "train the trainer" and partnerships with service providers
  - About 30% Of the PCSO Officers are CIT Trained
  - 16+ years of CIT implementation
  - Some municipalities see CIT as training vs. specialized team
- Banyan Tree – Transitional Program, Non-Profit (501(c)(3))
- Wellness checks available (proactive)
- Homeless outreach teams (Directions for Living, Law enforcement, Operation PAR)
- Approved Pinellas County transportation exception plan
- Individuals under an involuntary Baker Act (BA) are sent to a mental health provider, unless there is a felony – then sent to jail first (Over 10,000 Baker Acts annually)
  - Personal Enrichment through Mental Health Services (PEMHS) – primary public receiving facility
    - 59 adult beds, 3 separate units
    - PEMHS triages and can send out to hospital or home
    - Overflow bed plan when Baker Act facilities are at capacity (used about 12 times) – 40 days of overflow last year
    - Several beds available for law enforcement and voluntary walk-ins
    - 1-2 people are waiting on state hospital admissions

- Other BA receiving hospitals: Mease Dunedin Hospital, St. Anthony's Windmoor, Largo Medical, Morton Plant
- Detoxification Options
  - 16 DCF and 2 County funded beds – non-secure social detoxification
    - Length of stay -Usually 5 days – 85-90% capacity
    - Safe Harbor (470 beds – diversion from jail; about 80% have SAMH, or Co-occurring disorder and all are homeless – Tool = Vulnerability Index- Service Prioritization Decision Assistance Tool (VISPDAT) and TBIN assessment tools to examine high utilizers/most vulnerable to connect with services – about 30% high utilizers in and out of system)
    - 20 social detoxification beds at Mustard Seed for person diverted that needs to sober
    - Windmoor (private Baker Act receiving facility)
    - Turning Point (65 beds)
- Pinellas Hope – Tent City – intake on specific days – doesn't take active users under influence (Up to 270 people in tents)
- Safe Harbor Shelter
  - 470 beds available
  - "Wet" shelter
  - No time limit
  - Used as a triage to other shelters
  - Safe Harbor takes clients to services off site
- Identified Gaps – Law Enforcement / Emergency Services (Intercept 1)
  - Some municipalities do not have the capability to send a CIT officer
  - Data is not being collected on CIT calls that resulted in a jail diversion – no tracking
  - Some police departments are on different reporting systems, limiting access to records of utilizers and tracking data
  - No locked facility for Marchman Act (MA) except jail – sent to jail for less than 24 hours to sober up (About 1,400 to 1,500 MAs annually)
  - No supportive housing programs straight from diversion
  - May have initial diversion to BA at hospital, but then released and rearrested – no referrals out of hospital – let out on street
  - Need information on CIT for families/consumers
  - Limited CIT training for some first responders – need for wider training

## **Intercept II: Initial Detention / Initial Detention and Court Appearance**

- Identified Strengths and Resources
  - At jail intake – medical screening process to assess current state and await classification

- Sheriff's office has own staff for medical and psychiatric services
  - Specific healthcare pod for most severe inmates with SAMH
  - Medical detox available at jail
  - Pregnant women provided methadone by DACCO – all others go through detox
  - Pilot Project – Central Florida Behavioral Health Network receives daily arrest data from the jail and send it to Suncoast Center, Inc. to notify case-managers about clients arrested and released
  - Recovery Project – jail diversion program ran by the Public Defender's office that has a written agreement with one judge
    - 30-40 clients
  - Veteran's identified at jail intake
- Identified Gaps – Initial Detention and Court Appearance (Intercept 2)
- Brief jail screening, but no connections to services and held less than 24 hours
  - Limited in-reach within jails
  - Limited questions at intake about whether they are receiving services in the community

### **Intercept III: Jails / Courts**

➤ Identified Strengths and Resources

- Jail Diversion – 3 therapists, Suncoast Center provides case management, yet peer specialist position ended, no case managers currently – misdemeanor and felony
  - Client sees therapists weekly
  - Average length in program is 6 months
  - 30 people waiting to go to court
  - Acts more like triage and send individuals to local facilities
  - Public Defenders program - Rent from housing authority (studio type apt) – 10 total apartments for sober housing – must qualify (30% of SSI or type of income – HUD Guidelines), but can self-pay once employed – considered permanent housing (guests, not tenants)
  - Representative of jail diversion picks up client and takes to a treatment facility
  - Referrals made to Operation PAR, DACCO, and Crossroads
- Veteran’s Treatment Court
- Adult Drug Court
- Specialized dockets for those with mental health problems, women (“ladies day”), special programs
- Starting communication with Health Department about medications and transitioning pharmaceutical needs

➤ Identified Gaps – Jails/Courts (Intercept 3)

- Long waiting times for residential beds in jail diversion program
- No separate Mental Health Court – only specialized dockets
- No transition or discharge planning
  
- Provided 3 days of medications when leaving jail (rare occasion a 10-day supply can be given), sometimes just a prescription that needs to be filled, which is an issue when released at end of week and run out over weekend

**Intercept IV: Re-Entry**

- Identified Strengths and Resources
  - Discharge planning in prisons
  - 30 day supply of meds when released from prison and appointment with Suncoast (often made a requirement to go to appointment)
  
- Identified Gaps – Re-entry (Intercept 4)
  - Limited specialized services/programs for those being released from prison
  - Linkages available for sex offenders
  - If no community supervision, then inmates get an appointment to see Suncoast when released, but no-follow-up (About 50% show up to appointment)
  - Limited transition planning

### **Intercept V: Home and Community Supervision and Support**

- Identified Strengths and Resources
  - Specialized probation officers for SA – drug offender probation
  - Community supports
    - Forensic involvement – psych services, co-occurring services, case management, wrap around services – Forensic Focused Outreach (about 300 clients with 35 client caseload)
      - Once they have benefits or employment, they are transferred to outpatient
      - 80% success rate
      - 2 MA and 1 BA and 1 licensed
    - F.S. Chapter 916 Forensic Incompetent To Proceed Clients who reside in the community (either home or residential treatment) – 2 community case managers, 1 competency trainer
    - Boley Centers, Inc. has 16 Forensic 916 beds
    - Vincent House – not specific to this population but includes it

- Division Z – program to divert from prison
  - Smart Probation Program – refers individuals to SAMH services
  - Thinking for Change (T4C) – Program
  - Supported employment opportunities available through select agencies: Boley Centers, Vincent House, Career Choice Pinellas, and Department of Corrections specialist
- Identified Gaps - Community Corrections / Community Support (Intercept 5)
- No identification of how many of Violation of Probation (VOPs) are those with SAMH
  - No outreach or follow-up for those who do not make Suncoast Center appointment

## **The Pinellas County Action Plan**

Subsequent to the completion of the Systems Mapping exercise, the assembled stakeholders began to define specific steps that could be taken to address the gaps identified in the group discussion about the systems map. Six initial priority areas were identified, including opportunities for tactical interventions to promote “early, quick victories” and more strategic interventions to stimulate longer-term systems changes. These priority areas are outlined on the following pages. There seems to be some consensus that a re-activated CJMHSA planning committee can take the lead in initiating several objectives and report back to the Public Safety Coordinating Council (PSCC). The support of the (PSCC) council, along with a renewed CJMHSA planning council will be necessary on issues requiring cross-system agreements and expanded financial advocacy through the Florida Legislature or pursuing federal jail diversion or state CJMHSA Reinvestment Grants.

<b>Priority Area : Leadership/Coordination [All Intercepts]</b>			
<b>Objective</b>	<b>Action Step</b>	<b>Who</b>	<b>When</b>
Re-activate CJMHSA planning council	Present SIM recommendations to Safety Coordinating Council	Lourdes Benedict, Pinellas County Human Services, April May, DCF-SAMH Linda McKinnon, CFBHN	Next Quarterly Meeting (May 9, 2016)
Establish data committee	Establish initial meeting	Larry Allen, CFBHN Tim Burns, Pinellas County Govt.	In next 90 days



<b>Priority Area : Jail In-Reach [Intercept 3]</b>			
<b>Objective</b>	<b>Action Step</b>	<b>Who</b>	<b>When</b>
Jail Transition Planning Team	Establish plan  Develop team	Lynda Wagner, Suncoast  Tanya Sawaya, Operation Par  Ramona Schaefer, PCSO  Eddie Collins, Boley  Maxine Boker, PEMHS  Public Defender's Office	Within 60 days Ongoing

**Priority Area : Centralized Receiving Facility and ARF  
 [Intercept 1]**

<b>Objective</b>	<b>Action Step</b>	<b>Who</b>	<b>When</b>
Establish a Centralized Receiving Facility (CRC) and Addictions Receiving Facility (ARF)	Explore feasibility of integrated model including funding opportunities and challenges	Dianne Clarke, Operation Par  Maxine Booker, PEMHS  Linda McKinnon, CFBHN	Initial meeting in June

**Priority Area : Pre-Arrest Diversion  
 [Intercept 1]**

<b>Objective</b>	<b>Action Step</b>	<b>Who</b>	<b>When</b>
Establish an array of pre-diversion program options	Establish committee and identify national best practice models	April Lott, Directions for Living  Lori Thomas, Directions for Living  Patricia Adams, Recovery Peer Specialist  Public Defender's Office	Initial meeting in June (after Planning Council establishes this as priority)

<b>Priority Area : Supported Housing [Intercept 1 and 5]</b>			
<b>Objective</b>	<b>Action Step</b>	<b>Who</b>	<b>When</b>
Expand supportive housing for CJMHSR target population	Coordinate with the Homeless Leadership Board Explore models w/ USF-FMHI	Boley Centers, Catholic Charities and others	June 2016

<b>Priority Area : VOP Expanded Services (Misdemeanor Focus) [Intercept 4 and 5]</b>			
<b>Objective</b>	<b>Action Step</b>	<b>Who</b>	<b>When</b>
Reduce recidivism and prevent re-arrest	Examine VOP misdemeanor data  Connect to expanded recovery-oriented services (\$)	Probation Office Sheriff's Office  Lynda Wagner, Suncoast	Initial meeting in June

## Conclusions: Summary

The Cross-Systems Mapping workshop resulted in the acknowledgment of a challenging list of service gaps and opportunities for systems and program improvements. Pinellas County has a long history of collaborative relationships, but is at a time when it can “take the system to a new level” of integrated service delivery.

- ❖ First, the individuals who participated in this workshop represented most of the major stakeholders necessary to accomplish change in this area. (see attached list)
- ❖ Second, participants were enthusiastic and candid in their comments and observations. This spirit of collegiality and willingness to discuss limitations as well as strengths is an important part of being able to work across systems, as is necessary in improving the lives of adults with mental illnesses/substance abuse disorders in or at risk for entering the criminal justice system.

As Pinellas County moves forward with its strategic planning process, there are several issues that may be of particular importance.

- ❖ It is critical that the planning process not lose the momentum created to date. Planning meetings involving all relevant stakeholders should be conducted on a regular basis and assigned priority by stakeholders. This effort needs to be focused on the target population and the action plan needs to be refined with concrete assignments and timetables. In addition, there are a number of resources available to Pinellas County to accomplish some of the tasks identified during the workshop as next steps.
- ❖ The County is in the process of developing a new program for “33 high utilizers” or people who have been identified as high service users of SAMH services, experiencing homelessness and involved with the criminal justice system.
- ❖ Leadership – It will be incumbent upon the Pinellas County Public Safety Coordinating Council to provide the leadership needed to keep “decision makers” at the table and to re-activate the CJMHSAs planning council.

In closing, USF-FMHI would like to thank Pinellas County and its’ partners for allowing the USF CJMHSAs Technical Assistance Center to facilitate this workshop. In particular, we would like to thank April May from DCF SAMH and Central Florida Behavioral Healthcare for their organizing efforts and Operation PAR for the meeting location. Finally, we would like to express gratitude to all the local stakeholders who took the time to share their experiences throughout the workshop. We look forward to our continuing collaboration with Pinellas County.

Please contact [mengelhardt@usf.edu](mailto:mengelhardt@usf.edu) for any clarification or questions regarding this report.

Respectfully submitted. 3/15/16

## Resources

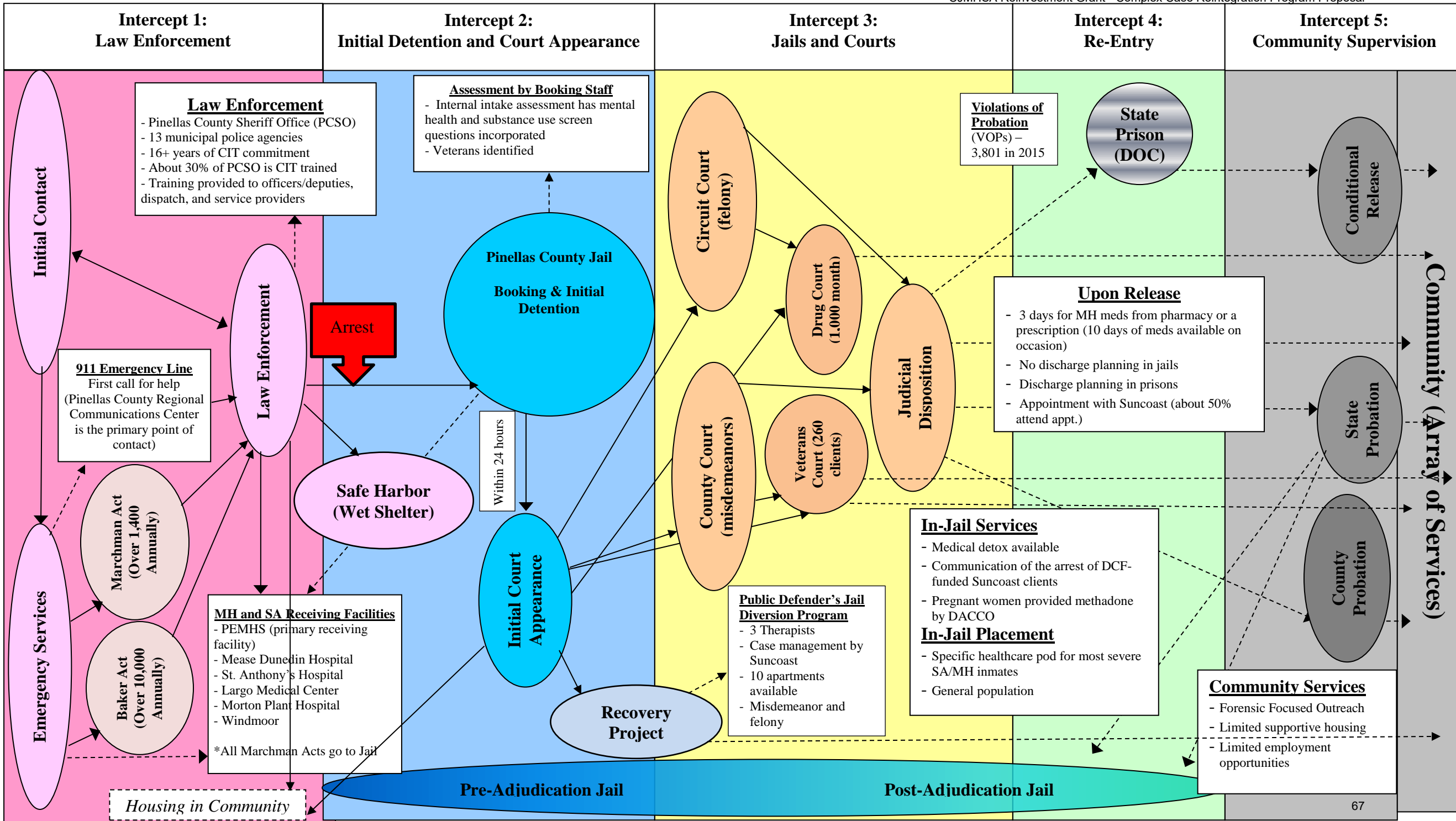
<b>Website Resources and Partners</b>	
Florida Criminal Justice Mental Health and Substance Abuse Technical Assistance Center	<a href="http://www.floridatac.org">www.floridatac.org</a>
Louis de la Parte Florida Mental Health Institute Department of Mental Health Law and Policy	<a href="http://mhlp.fmhi.usf.edu">http://mhlp.fmhi.usf.edu</a>
Florida Partners in Crisis	<a href="http://www.flpic.org">http://www.flpic.org</a>
Justice Center	<a href="http://www.justicecenter.csg.org">www.justicecenter.csg.org</a>
Policy Research Associates	<a href="http://www.prainc.com">www.prainc.com</a>
National GAINS Center/ TAPA Center for Jail Diversion	<a href="http://www.gainscenter.samhsa.gov">www.gainscenter.samhsa.gov</a>

<b>Other Web Resources</b>	
Center for Mental Health Services	<a href="http://beta.samhsa.gov/about-us/who-we-are/offices-centers/cmhs">http://beta.samhsa.gov/about-us/who-we-are/offices-centers/cmhs</a>
Center for Substance Abuse Prevention	<a href="http://beta.samhsa.gov/about-us/who-we-are/offices-centers/csap">http://beta.samhsa.gov/about-us/who-we-are/offices-centers/csap</a>
Center for Substance Abuse Treatment	<a href="http://beta.samhsa.gov/about-us/who-we-are/offices-centers/csat">http://beta.samhsa.gov/about-us/who-we-are/offices-centers/csat</a>
Council of State Governments Consensus Project	<a href="http://www.consensusproject.org">www.consensusproject.org</a>
National Alliance for the Mentally Ill	<a href="http://www.nami.org">www.nami.org</a>
National Center on Cultural Competence	<a href="http://www11.georgetown.edu/research/gucchd/nccc/">www11.georgetown.edu/research/gucchd/nccc/</a>
National Clearinghouse for Alcohol and Drug Information	<a href="http://www.health.org">www.health.org</a>
National Criminal Justice Reference Service	<a href="http://www.ncjrs.org">www.ncjrs.org</a>
National Institute of Corrections	<a href="http://www.nicic.org">www.nicic.org</a>
National Institute on Drug Abuse	<a href="http://www.nida.nih.gov">www.nida.nih.gov</a>
Office of Justice Programs	<a href="http://www.ojp.usdoj.gov">www.ojp.usdoj.gov</a>
Partners for Recovery	<a href="http://www.partnersforrecovery.samhsa.gov">www.partnersforrecovery.samhsa.gov</a>
Substance Abuse and Mental Health Services Administration	<a href="http://www.samhsa.gov">www.samhsa.gov</a>

## List of Workshop Participants (25 signed in, 3 facilitators)

Name	Title	Organization	Type of Organization
Larnetta Peterson	Program Manager	Suncoast Center	Service Provider
Don Edens	Corr. Prob. Officer	Florida Department of Corrections: Probation and Parole	State Agency
Patricia Boswell	Assistant Director	Florida Department of Health – Pinellas County	State/County
Lori Thomas	Peer Specialist	Directions for Living	Service Provider
Debbie Buschman	Placement Coordinator	Public Defender Jail Diversion	Public Defender
Larry Allen	COO	Central Florida Behavioral Health Network (CFBHN)	Managing Entity
Ramona Schaefer	Program Services Supervisor	Pinellas County Sheriff's Office/PCT	Law Enforcement
Lynda Wagner	Clinical Director	Suncoast Center	Service Provider
Tim Burns	Div. Director	Pinellas County Human Services	County Agency
Lourdes Benedict	Director	Pinellas County Human Services	County Agency
April Lott	President and CEO	Directions for Living	Service Provider
Katharine Sellers	Assistant State Attorney	State Attorney's Office	State Agency
Patricia Adams	Chair Recovery Peer Specialist	Peer Specialist	Consumer
Eddie Collins	VP of Residential Services	Boley Centers	Service Provider
Dianne Clarke	COO	Operation PAR	Service Provider
Tanya Sawaya	Access Manager	Operation PAR	Service Provider
Linda McKinnon	President and CEO	Central Florida Behavioral Health Network (CFBHN)	Managing Entity
Maxine Booker	Executive Management	PEMHS	Service Provider
Timothy O'Connor	Citizen	Public Defenders Program	Public Defender
Christopher Koester	Forensic Mental Health Therapist	Recovery Project	Service Provider

CPL Tom Kelley	Corporal - CIT	Pinellas County Sheriff's Office	Law Enforcement
Michael Jalaz	CEO/ED	Pinellas Ex-Offender Re-Entry Coalition	Planning Coalition
Mark Duvfa	Executive Director	Catholic Charities	Service Provider
Barbara Daire	President and CEO	Suncoast Center	Service Provider
Dr. Jessica Mitchell	CJMHTA TA Center Coordinator	University of South Florida/FMHI	Research University
Dr. Kathleen Moore	Research Associate Professor	University of South Florida/FMHI	Research University
Mark Engelhardt	CJMHTA TA Center Director	University of South Florida/FMHI	Research University





### **3.7.7 Tab 7: Project Timeline**

**The application must include a realistic and detailed timeline for each funding year proposed, indicating goals, objectives, key activities, milestones, and responsible partners. The timeline must include anticipated start and completion dates for each milestone, benchmark, and goal. The timeline must include a specific preferred project start date between 7/1/20 and 6/30/22, to assist with anticipated award allocations during state fiscal years 2020-2021 or 2021-2022. The projected start date should reasonably reflect the Applicant's actual readiness to implement the proposed project.**

Please see the attached Project Timeline on the following pages.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

### The Pinellas County Complex Case Reintegration Program - 36 Month Project Timeline

**Overall Goal:** Pinellas County and its partners will collaborate to develop, implement, and sustain program initiatives that promote case integration and coordinated systems of care in order to increase public safety, decrease spending on criminal justice, and approve accessibility and efficacy of treatment for the target population in Pinellas County.

(updated to timeline based on nes estimated start date provided in red)

Phase	Objectives	Activities	Milestones	Responsible partners	Timeframe	
Planning & Implementation	Finalize award	Develop contracts for partner and County approval	Execute legally binding subcontracts between WestCare, PERC, and Pinellas County.	PERC, County, WestCare	7/1/2021 - 9/30/2021 3/1/2022 - 5/31/2022	
		Notify project partners of award.	Execute grant agreement with DCF.	County		
	Develop reporting procedures	Identify primary points of contact for reporting at each partner agency.	Work flow and reporting processes finalized.	PERC, County, WestCare		
		Outline WestCare access in PERC's system.		PERC, WestCare		
	Facilitate Start Up planning	Initiate monthly collaborative meetings	Outreach plan for referrals finalized.	PERC, County, WestCare		
		Initiate weekly staffing meetings	Identify training needs of staff	PERC, WestCare		
		Develop evaluation procedures	Evaluation procedures finalized	PERC, County, WestCare		
	Finalize Coordinated Data System	Initiate build of front-end system access for WestCare.	Coordinated data system finalized	PERC, WestCare		
	Hire staff	Advertise positions available	All staff positions hired.	PERC, WestCare		
	Train Staff	Provide initial training of staff	All staff positions trained.	PERC, WestCare		
	Facilitate outreach	Review opioid data to identify key law enforcement agencies	Engage and receive referrals, feedback from key stakeholders.	PERC, County, WestCare		
		Attend monthly CFBHN Acute Care Meetings		PERC, WestCare		
		Inform community stakeholders of program		PERC, County, WestCare		
	Quarterly DCF Reporting	Collect and analyze program participant data	Submit Y1Q1 reports to DCF	PERC, County, WestCare		10/1/2021 - 10/15/2021 6/1/2022 - 6/15/2022
	Implement program services	Providers accept referrals	First clients are enrolled	PERC, WestCare		
Providers screen referrals		PERC, WestCare				
	Clinical/non-clinical services provided	First clients are provided with services.	PERC, WestCare			
Initiate Sustainability planning	Hold sustainability planning meeting	Initial Sustainability plan is drafted	PERC, County, WestCare	10/1/2021 - 12/31/2021 6/1/2022 - 8/31/2022		
Public Safety Coordinating Council Meeting	Meeting is held	First report is presented	PERC, WestCare			
	Quarterly DCF reporting	Collect and analyze program participant data	Submit Y1Q2 report to DCF.	PERC, County, WestCare	1/1/2022 - 1/15/2022 9/1/2022 - 9/15/2022	
	Continue screening of referrals	Screen referrals from the jail, law enforcement, Safe Harbor, CSUs, etc.	75 participants are screened, 35 are enrolled in Year 1	PERC, WestCare		
	Continue Outreach	Outreach with key stakeholders		PERC, County, WestCare		
	Continue Providing services	to link clients to services		PERC, WestCare		

<b>Program Maintenance</b>	Continue meetings	Weekly Staffing meetings held	Client needs and barriers to case coordination are addressed.	PERC, WestCare	<b>1/1/2022 - 6/30/2022</b> <i>9/1/2022 - 2/28/2023</i>
		Quarterly Collaborative Team meetings held	Program progress, barriers and successes are presented.	PERC, County, WestCare	
		Quarterly PSCC Meetings held	Quarterly data is presented.	PERC, WestCare	
		Monthly CFBHN Acute Care Meetings held	Engage and receive referrals, feedback from key stakeholders.	PERC, WestCare	
	Continue quarterly DCF reporting	Collect and analyze program participant data	Submit Y1Q3 - Y3Q4 reports to DCF.	PERC, County, WestCare	<b>7/1/2022 - 6/30/2024</b> <i>3/1/2023 - 2/28/2025</i>
	Identify necessary adjustments to program	Receive feedback from partner meetings, DCF, stakeholders	Implement changes as necessary	PERC, County, WestCare	
	Identify additional training needs of staff	Receive feedback from project staff	Provide ad hoc trainings to staff.	PERC, County, WestCare	
	Continue screening of referrals	Screen referrals from the jail, law enforcement, Safe Harbor, CSUs, etc.	55 participants are screened, 35 enrolled in year 2; 45 participants are screened, 35 enrolled in Year 3	PERC, WestCare	
	Continue Outreach	Outreach with key stakeholders to link clients to services		PERC, County, WestCare	
	Continue Providing services			PERC, WestCare	
	Continue meetings	Weekly Staffing meetings held	Client needs and barriers to case coordination are addressed.	PERC, WestCare	
		Quarterly Collaborative Team meetings held	Program progress, barriers and successes are presented.	PERC, County, WestCare	
		Quarterly PSCC Meetings held	Quarterly data is presented.	PERC, WestCare	
		Monthly CFBHN Acute Care Meetings held	Engage and receive referrals, feedback from key stakeholders.	PERC, WestCare	
	Update Sustainability Plan	Hold sustainability planning meeting	Incorporate new opportunities for sustainability as necessary	PERC, County, WestCare	<b>10/1/2022 - 12/31/2022</b> <i>6/1/2023 - 8/31/2023</i>
	Finalize Sustainability Plan	Hold sustainability planning meeting	Sustainability plan finalized.	PERC, County, WestCare	<b>10/1/2023 - 12/31/2023</b> <i>6/1/2024 - 8/31/2024</i>
	Final reports to DCF	Prepare materials for final reports	Final reports submitted	PERC, County, WestCare	<b>7/1/2024 - 8/31/2024</b> <i>3/1/2025 - 4/30/2025</i>

### 3.7.8 Tab 8 Letters of Commitment

**The application must include a summary list of all organizations that will be involved in the implementation of the proposed project and a letter of commitment from each organization reflecting the specific role of the individual or organization, signed by the Chief Executive Officer or equivalent for each organization.**

ORGANIZATIONS INVOLVED IN IMPLEMENTATION OF PROJECT:

- Pinellas County
- Pinellas Ex-Offender Reentry Coalition (PERC)
- WestCare Gulfcoast-Florida, Inc.

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**Human Services**  
Administration

March 3, 2021

Florida Department of Children and Families  
Office of Substance Abuse and Mental Health  
ATTN: Michele Staffieri  
1317 Winewood Blvd., Building 6, Room 231  
Tallahassee, FL 32399-0700

RE: DCF RFA #2021 001  
Letter of Commitment – Pinellas County

Dear Ms. Staffieri:

The Criminal Justice, Mental Health, and Substance Abuse (CJMHSR) Reinvestment Grant (DCF RFA 2021 001), Section 3.7.8 requires that each organization involved in the implementation of the proposed project submit a letter of commitment reflecting the specific role of the individual or organization.

In accordance with the above requirement, please accept this letter as confirmation of the County's commitment to be an active participant in the proposed Complex Case Reintegration Program. Pinellas County Human Services will serve in an administrative role on this grant and work closely with its partner providers to promote project coordination and ensure program compliance, accountability, and efficacy.

The primary goal of the Complex Case Reintegration Program is to bridge gaps to services and improve stabilization outcomes for high-risk and justice-involved adults with substance use, mental health, or co-occurring disorders through coordinated care and service integration. Anticipated outcomes include a decrease in recidivism, relapse, and risk factors/behaviors; and improvements in employment, housing stability, and other factors.

Pinellas County and its partners understand that grant funding must be spent within 36 months from the date of execution of the Grant Agreement by the Department of Children and Families and that Implementation and Expansion Grants will not be renewed at the end of the 3-year period. The County and its partners will work together to identify strategies and opportunities for service sustainability at a level that continues to deliver the intended project benefits of the initiative after the termination of a grant award.

Thank you for your time and consideration of our proposal.

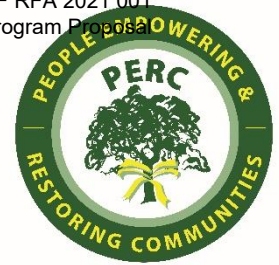
Sincerely,

Karen Yatchum  
Interim Director  
Pinellas County Human Services

**APPROVED AS TO FORM**

By: Matthew Tolnay  
Office of the County Attorney

440 Court Street, 2<sup>nd</sup> Floor  
Clearwater, FL 33756  
Phone (727) 464-8400  
Fax (727) 464-8454  
V/TDD (727) 464-4062  
[www.pinellascounty.org](http://www.pinellascounty.org)



**Phone: (855) 505-7372**  
**Fax: (727) 600-8096**  
**Email: [info@exoffender.org](mailto:info@exoffender.org)**  
**FEIN: 59-3643636; 501c3 Tax Exempt Designation**  
**Florida Solicitation of Contributions #CH21771**

March 2, 2021

Florida Department of Children and Families  
Office of Substance Abuse and Mental Health  
ATTN: Michele Staffieri  
1317 Winewood Blvd., Building 6, Room 231  
Tallahassee, FL 32399-0700

Dear Ms. Staffieri:

Please accept this letter as confirmation of the Pinellas Ex Offender Re Entry Coalition (PERC) commitment to be an active participant in the proposed Complex Case Reintegration Program as part of DCF RFA #2021.

PERC commits to contributing the following to Complex Case Reintegration Program:

1. Provide overall program management through a dedicated full-time employee and creation and management of data system for reporting to Pinellas County.
2. Employ two full-time intensive services case manager/mentors for participants in the program that will provide a risk/need/responsivity assessment, create individualized case plans entered into data system to be shared with treatment partners (via release), and provide all case management needs as needed individually.
3. PERC will lead weekly services coordination meetings with case management/mentoring staff and treatment partner staff with live updates recorded within the data system.
4. PERC case management staff will use employment analysis assessment and provide training and education opportunities for participants in the program with the idea that employment can be obtained and maintained by individuals as appropriate
5. PERC data staff will coordinate reporting to Pinellas County monthly and quarterly as required, and in with the goals of process and outcome evaluation geared towards sustained funding.

The primary goal of the Complex Case Reintegration Program is to bridge gaps to services and improve stabilization outcomes for high-risk and justice-involved adults with substance use, mental health, or co-occurring disorders through coordinated care and service integration. Anticipated outcomes include a decrease in recidivism, relapse, and risk factors/behaviors; and improvements in employment, housing stability, and other factors.

PERC understands that grant funding must be spent within 36 months from the date of execution of the Grant Agreement by the Department of Children and Families and that Implementation and Expansion Grants will not be renewed at the end of the 3-year period. PERC will work with Pinellas County Government and its partners collaboratively to identify strategies and opportunities for service sustainability at a level that continues to deliver the intended project benefits of the initiative after the termination of a grant award.

Thank you for your time and consideration of our proposal.

Sincerely,

Michael Jalazo  
CEO/Executive Director  
Pinellas Ex Offender Re Entry Coalition

**Pinellas County Locations**

**12810 US HWY 19 N**  
**1601 16<sup>th</sup> Street South**  
**1200 South Pinellas Avenue**      **Suite 8**  
**Clearwater, FL 33764**  
**St. Petersburg, FL 33705**  
**Tarpon Springs, FL 34698**





Florida Department of Children and Families  
Office of Substance Abuse and Mental Health  
ATTN: Michele Staffieri  
1317 Winewood Blvd., Building 6, Room 231  
Tallahassee, FL 32399-0700

RE: DCF RFA #2021 001  
Letter of Commitment – WestCare Gulfcoast Florida, Inc

Dear Ms. Staffieri:

The Criminal Justice, Mental Health, and Substance Abuse (CJMHSR) Reinvestment Grant (DCF RFA 2021 001), Section 3.7.8 requires that each organization involved in the implementation of the proposed project submit a letter of commitment reflecting the specific role of the individual or organization.

In accordance with the above requirement, please accept this letter as confirmation of WestCare GulfCoast Florida, Inc (WCGC) commitment to be an active participant in the proposed Complex Case Reintegration Program. WCGC will bring its array of services within its continuum of care to bare, offering Outpatient Substance Use Treatment, OP Co-Occurring Mental Health Counseling, and access to our 3 different residential programs: A Turning Point inebriated shelter, Mustard Seed transitional housing, and Davis Bradley residential treatment program. WCGC is also excited to partner with Pinellas County and PERC to work together on this important project.

The primary goal of the Complex Case Reintegration Program is to bridge gaps to services and improve stabilization outcomes for high-risk and justice-involved adults with substance use, mental health, or co-occurring disorders through coordinated care and service integration. Anticipated outcomes include a decrease in recidivism, relapse, and risk factors/behaviors, and improvements in employment, housing stability, and other factors.

WCGC and its partners understand that grant funding must be spent within 36 months from the date of execution of the Grant Agreement by the Department of Children and Families and that Implementation and Expansion Grants will not be renewed at the end of the 3-year period. WCGC and its partners will work together to identify strategies and opportunities for service sustainability at a level that continues to deliver the intended project benefits of the initiative after the termination of a grant award.

Thank you for your time and consideration of our proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Larry McArthur", is written over a horizontal line.

Larry McArthur  
VP of Operations  
WestCare Gulfcoast Florida, Inc

3/5/2021

Date

### **3.7.9 Tab 9: Line Item Budget & Narrative**

**The application must include a detailed budget and budget narrative for each year of the grant. All proposed expenses must be tied to the proposed activities. The budget must show line item costs broken down by the proposed funding (grant and match), plus the total amounts.**

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<b>Pinellas County - Complex Case Reintegration Program (CCRP)</b>			
<b>TABLE A - LINE ITEM BUDGET</b>			
	<b>Grant Funds Requested</b>	<b>Matching Funds and Other In-Kind Contributions</b>	
		<b>Funding</b>	<b>Source of Funds</b>
Salaries:	\$ 684,702	\$ 175,999	Pinellas County, PERC, WestCare
Fringe Benefits:	\$ 160,946	\$ 41,089	Pinellas County, PERC, WestCare
Equipment:	\$ -	\$ -	
Staff Travel	\$ 20,520	\$ -	
Supplies	\$ 15,380	\$ 4,050	WestCare
Building Occupancy:	\$ 108,000	\$ 424,950	PERC, WestCare
Consultant Services:	\$ -	\$ -	
Consultant Supplies	\$ -	\$ -	
Contractual Services	\$ -	\$ 194,716	WestCare: (EHR, E-Learning, Volunteers)
Other (As decribed in budget narrative):	\$ 115,529	\$ 283,452	Pinellas County, PERC, WestCare
Administrative Cost:	\$ 94,923	\$ 75,744	PERC, WestCare
<b>Total:</b>	<b>\$ 1,200,000.00</b>	<b>\$ 1,200,000.00</b>	Pinellas County, PERC, WestCare
<b>Total Project Cost:</b>	\$ 2,400,000.00	= Grant Funds Requested + Matching Share	
<b>Total Project Cost:</b>	100%	= Total Match / Total Project Request	

## Budget Narrative

### Personnel & Benefits

Additional information on personnel qualifications and responsibilities can be found in Section 3.7.6.5.4 of the application.

#### PINELLAS COUNTY (Applicant)

PERSONNEL & FRINGE	Annual Compensation (Including Benefits)	Level of Effort	Y1 Cost (May include increases for cost of living)	Y2 Cost	Y3 Cost	TOTAL EXPENSES	TOTAL MATCH
Grant Administrator	\$133,333	15%	\$20,000	\$20,000	\$20,000	\$60,000	\$0
Behavioral Health Data Scientist	\$152,770	5%	\$0	\$0	\$0	\$0	\$22,915
<b>TOTALS:</b>			<b>\$20,000</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$60,000</b>	<b>\$22,915</b>

**0.15 FTE Grant Administrator:** This position will provide oversight of program financial records and compliance and serve as the project liaison with DCF. Salary and benefits for this position will vary depending on the grant staff member who will be assigned to this project but will not exceed the estimate provided.

**(In-Kind Match) 0.05 FTE Behavioral Health Data Scientist:** This position will provide technical assistance for the program as well as ad hoc trainings and CEUs for program staff.

#### PERC (Subrecipient)

PERSONNEL & FRINGE	Annual Salary	Level of Effort	Y1 Cost (May include increases for cost of living)	Y2 Cost	Y3 Cost	TOTAL EXPENSES	TOTAL MATCH
Program Manager	\$39,520	100%	\$39,520	\$40,706	\$41,927	\$122,153	\$0
Case Manager	\$37,440	100%	\$37,440	\$38,563	\$39,720	\$115,723	\$0
Case Manager	\$37,440	100%	\$37,440	\$38,563	\$39,720	\$115,723	\$0
Executive Director	\$81,120	15%	\$0	\$0	\$0	\$0	\$36,504
Director of Operations	\$73,112	15%	\$0	\$0	\$0	\$0	\$32,900
Contract Manager	\$61,360	15%	\$0	\$0	\$0	\$0	\$27,612
Fringe Benefits - @ 21.9% of FTE	N/A	N/A	\$25,054	\$25,805	\$26,579	\$77,438	\$21,247
<b>TOTALS:</b>			<b>\$139,454</b>	<b>\$143,637</b>	<b>\$147,946</b>	<b>\$431,037</b>	<b>\$118,263</b>

**1.0 FTE Program Manager/Project Director:** This position will serve as the project lead on the Complex Case Reintegration Program and will be responsible for day-to-day program oversight and monitoring, team collaboration, data collection, and reporting. Salary includes annual 3% cost of living increase:

**2.0 FTE Intensive Services Case Managers:** Persons in these positions may work in collaboration with other case managers, assessors, treatment team members and other outside programs to provide comprehensive services to clients of the CJMHSA Reinvestment Grant program Salary includes annual 3% cost of living increase.

**(In-Kind Match) 0.15 FTE Executive Director:** The PERC Executive Director will be responsible for grant deliverables working with the Director of Operations, Contract Manger, Program Director and Case Management staff to ensure grant compliance.

**(In-Kind Match) 0.15 FTE Director of Operations:** The PERC Director of Operations oversees the day to day running of the agency. In this program duties will include but are not limited working with the Contract Manger, Program Director and Case Management staff to ensure grant compliance and submission of grant deliverables.

**(In-Kind Match) 0.15 FTE Contract Manager:** The PERC Contract Manager oversees execution, implementation, and other such functions of all contracts of the agency.

**(In-Kind Match & Grant-Funded) Fringe Benefits:** Employee fringe benefits include FICA, State Unemployment, Workers Compensation, Health, Life, Dental and Disability Insurance and Retirement Contributions. Federally Approved Fringe Rate is 21.9%.

**WESTCARE (Subrecipient)**

PERSONNEL & FRINGE	Annual Salary	Level of Effort	Y1 Cost (May include increases for cost of living)	Y2 Cost	Y3 Cost	TOTAL EXPENSES	TOTAL MATCH
Mental Health Counselor	\$47,000	100%	\$43,083	\$47,000	\$48,418	\$138,501	\$0
Mental Health Counselor	\$47,000	100%	\$43,083	\$47,000	\$48,418	\$138,501	\$0
Clinical Director of Mental Health Services	\$72,000	10%	\$7,200	\$3,300	\$3,401	\$13,901	\$0
Vice President of Operations	\$92,600	10%	\$0	\$0	\$0	\$0	\$27,772
Director of Outpatient Services	\$60,000	10%	\$0	\$0	\$0	\$0	\$18,000
Director of Quality Assurance & Compliance	\$55,000	10%	\$0	\$0	\$0	\$0	\$16,500
Fringe Benefits - @ 21.9% of FTE Costs	N/A	N/A	\$20,447	\$21,309	\$21,952	\$63,708	\$13,638
<b>TOTALS:</b>			<b>\$113,813</b>	<b>\$118,609</b>	<b>\$122,189</b>	<b>\$354,611</b>	<b>\$75,910</b>

**2.0 FTE Mental Health Counselors:** The Mental Health Counselors will perform substance abuse and mental health counseling work in individual and group formats. Counselors will provide evaluation, screening and assessment services for clients.

**0.1 FTE Clinical Director of Mental Health Services:** This position will oversee all aspects of the program and its implementation, including training and contract compliance. The Clinical Director will train and supervise all SA/MH Counselors. This position is at 10% Time and Effort, but not seeking full compensation for years 2 and 3.

**(In-Kind Match) 0.10 FTE Vice President of Operations:** The VP of Operations will ensure that the program is implemented as designed and will work with all members of the team to promote success and help as many clients as possible.

**(In-Kind Match) 0.10 FTE Director of Outpatient Services:** This position will oversee daily operations and program services. They will provide clinical and administrative supervision ensuring the fidelity of services.

**(In-Kind Match) 0.10 FTE Director of Quality Assurance and Compliance:** This position will be responsible for clinical file quality and licensing compliance.

**(In-Kind Match & Grant-Funded) Fringe Benefits:** Employee fringe benefits include FICA, State Unemployment, Workers Compensation, Health, Life, Dental and Disability Insurance and Retirement Contributions. Federally Approved Fringe Rate is 21.9%.

## Staff Travel

The maximum allowable rate for mileage under this grant is \$.445/mile. Rates may not exceed the maximum rates established by the Department of Children and Families or those established in section 112.061, F.S.

### WESTCARE (Subrecipient)

TRAVEL	Description	Y1 Cost	Y2 Cost	Y3 Cost	TOTAL EXPENSES	TOTAL MATCH
Local Travel	\$0.445/mile	\$6,840	\$6,840	\$6,840	\$20,520	\$0
<b>TOTALS:</b>		<b>\$6,840</b>	<b>\$6,840</b>	<b>\$6,840</b>	<b>\$20,520</b>	<b>\$0</b>

**Travel:** It is estimated that approximately 1280 miles per month will be required for staff to travel to appropriate sites for clinical services and client follow up. Counselors will meet clients where they are to promote client engagement.

## Supplies & Equipment

### WESTCARE (Subrecipient)

SUPPLIES	Description	Y1 Cost	Y2 Cost	Y3 Cost	TOTAL EXPENSES	TOTAL MATCH
		(Categories may be higher in Y1 for start-up)				
Client Curriculum	\$60/participant, 40 max/yr	\$4,800	\$3,580	\$0	\$8,380	\$0
Medical Supplies - HIV Testing	\$9.50/test, 100 tests/yr	\$0	\$0	\$0	\$0	\$2,850
Testing & Lab Fees	\$4/test, \$100 tests/yr	\$0	\$0	\$0	\$0	\$1,200
Computers	\$1200/laptop - Year 1 Only	\$2,400	\$0	\$0	\$2,400	\$0
Office Supplies/Consumables	\$100/month	\$2,200	\$1,200	\$1,200	\$4,600	\$0
<b>TOTALS:</b>		<b>\$9,400</b>	<b>\$4,780</b>	<b>\$1,200</b>	<b>\$15,380</b>	<b>\$4,050</b>

**Office Supplies/Consumables:** Includes copy paper, staplers, pens, pencils, file cabinets, office furniture, and cleaning and sanitation products; as well as client incidentals such as ID, work clothes, shoes, school needs, birth certificates, etc.

**Client Curriculum:** includes Assessment tools and Educational Materials include the Seeking Safety, client workbooks, etc.

**Computers:** 2 laptops will be purchased for staff utilization. (Year 1 only)

**(In-Kind Match) Medical Supplies, Testing, & Lab Fees:** Every client is offered HIV testing at no charge to them. This category also includes random urinalysis screening of clients as deemed necessary by staff.

## Building Occupancy

### PERC (Subrecipient)

BUILDING OCCUPANCY	Description	Y1 Cost	Y2 Cost	Y3 Cost	TOTAL EXPENSES	TOTAL MATCH
Office Space	\$2200/mo. (4 locations including utilities)	\$0	\$0	\$0	\$0	\$79,200
<b>TOTALS:</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$79,200</b>

**Office Space:** Spaces will be provided for program staff and clients at four Pinellas County locations in South St. Petersburg, Unincorporated Pinellas County, Clearwater, and East Tarpon Springs for the duration of the program to support client service needs.

### WESTCARE (Subrecipient)

BUILDING OCCUPANCY	Description	Y1 Cost	Y2 Cost	Y3 Cost	TOTAL EXPENSES	TOTAL MATCH
Rent - OP Suite 402	\$2,000/mo (includes utilities)	\$0	\$0	\$0	\$0	\$72,000
Davis Bradley Facility	\$9,125/bed, 10 beds/yr	\$0	\$0	\$0	\$0	\$273,750
Transitional Housing	\$600/mo., 2 mo/yr, 30 clients	\$36,000	\$36,000	\$36,000	\$108,000	\$0
<b>TOTALS:</b>		<b>\$36,000</b>	<b>\$36,000</b>	<b>\$36,000</b>	<b>\$108,000</b>	<b>\$345,750</b>

**Client Transitional Housing (MSI):** The Mustard Seed Inn serves homeless adults with substance use and/or co-occurring mental health disorders who are on their journey in recovery and are ready for transition into the community. The following services are offered: Criminal Justice Outreach, Assessments & Referrals, Support Groups, Vocational Assistance, Life Skills Training, Transitional Living & Re-entry, Specialized Services for Veterans, etc.

**(In-Kind Match) Rent – OP Suite 402:** Space for CCRP staff to conduct clinical services and group counseling. Rent includes utility expenses such as electric, water and sewer and minor maintenance such as AC filters, carpet cleaning, and minor repairs.

**(In-Kind) Davis Bradley Facility:** The Davis Bradley Facility offers residential treatment services. This in-kind match is an all-inclusive estimate for rent, utilities, food, program supplies, etc. for 10 beds per year.

## Consultants & Contractual

### WESTCARE (Subrecipient)

CONSULTANTS & CONTRACTUAL	Description	Y1 Cost	Y2 Cost	Y3 Cost	TOTAL EXPENSES	TOTAL MATCH
Electronic Health Record	\$50,000 annually	\$0	\$0	\$0	\$0	\$150,000
E-Learning	\$34/hr for 6 staff/yr	\$0	\$0	\$0	\$0	\$612
Volunteers	\$23.56/hr value for 624 hrs/yr	\$0	\$0	\$0	\$0	\$44,104
<b>TOTALS:</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$194,716</b>

**(In-Kind Match) Electronic Health Record:** WestCare's Clinical Databased Systems (CDS). WestCare enhances the efficiency of data collections and analyzation by using an electronic health record. The Electronic Health Record maintains all records of clients' stay and activity in the program.

**(In-Kind Match) E-Learning:** Provides for online education and training for new staff, including continuing education courses for all staff.

**(In-Kind Match) Volunteers:** Volunteers assist in a variety of services for our clients, including support groups, help with life skills, haircuts, food donations, 12 step meetings, mentoring, etc.

## Other

### PINELLAS COUNTY (Applicant)

OTHER		Y1 Cost	Y2 Cost	Y3 Cost	TOTAL EXPENSES	TOTAL MATCH
Healthcare for the Homeless (HCH)	Est. \$889/client, 2 per yr	\$0	\$0	\$0	\$0	\$5,334
Cooperative Agreements to Benefit Homeless Individuals (CABHI)	Est. \$4,072/client, 2 per yr	\$0	\$0	\$0	\$0	\$24,431
Other Services	SOAR, Permanent Housing, Workforce Dev., staff time	\$0	\$0	\$0	\$0	\$7,320
<b>TOTALS:</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$37,085</b>

**(In-Kind Match) Healthcare for the Homeless (HCH):** Services provided through this program include Clinical Primary Care, Dental Care, Prescription, Substance Abuse and Mental Health treatment, Medication-Assisted Treatment (MAT), and Vision Care. Costs per visit vary greatly depending on services provided. The program serves all homeless patients regardless of

their ability to pay. A sliding scale fee discount program is available for individuals under 200% of the Federal Poverty Level.

**(In-Kind Match) Cooperative Agreements to Benefit Homeless Individuals (CABHI):**

CABHI is a Pinellas County program that provides SAMH treatment services to individuals who have experienced homelessness and have serious mental illness, substance use disorder, serious emotional disturbance, and/or co-occurring disorders. CABHI’s target clientele include formerly homeless individuals who have recently been housed.

**(In-Kind Match) Other Services:** Pinellas County will assist CCRP clients with additional services as needed, including SOAR, Workforce development, and permanent housing. This category includes additional County-funded services provided to CCRP clients, as well as staff time for Pinellas County personnel not assigned to this grant who may assist with program activities.

**PERC (Subrecipient)**

OTHER	Description	Y1 Cost	Y2 Cost	Y3 Cost	TOTAL EXPENSES	TOTAL MATCH
Data Management System/Program	Y1 build, Y2/3 Updates/Maint.	\$10,441	\$5,839	\$1,099	\$17,379	\$34,267
Data Management	\$4,000/month	\$24,000	\$24,000	\$24,000	\$72,000	\$72,000
Cell Phones/Service	\$180/month	\$2,160	\$2,160	\$2,160	\$6,480	\$0
Training Costs - Clients	\$1825/client for 19-20 min/yr	\$0	\$0	\$0	\$0	\$104,250
Insurance	\$475/month	\$0	\$0	\$0	\$0	\$17,100
<b>TOTALS:</b>		<b>\$36,601</b>	<b>\$31,999</b>	<b>\$27,259</b>	<b>\$95,859</b>	<b>\$227,617</b>

**(In-Kind Match & Grant-Funded) Data Management System/Program:** The contract manager will create unique identifying code for data system to manage the data for the entire program. They will build ‘front end’ for appropriate program partners to use to enter data and case notes into system after provided training is complete. The data system used for this program will be build based on demographic and performance measure requirements, with updates and changes build as/when appropriate. The Data system is stored in a secured data center which allows accept to program providers 24 hours a day, 7 days a week through secure remote access platform.

**(In-Kind Match & Grant-Funded) Data Management:** This includes planning and staff training on system usage to ensure that process/outcome evaluations and reporting are completed as necessary. All case management and treatment team staff will be trained in the use of the data system such that live data can be captured and reported upon. This will include reporting to Pinellas County staff as well as monthly reviews for probation officers.

**Cell Phone/Service:** Cell phones will be given to 3 CCRP staff members at a cost of \$60 per month.

**Training costs per client:** Each client will have access to training classes, or other educational classes leading to certifications, as appropriate with local training providers or education institutions including but not limited to St Petersburg College, Pinellas Technical College, the People of Manufacturing, and others as identified by either CareerSource Pinellas or registered with the Department of Education as an apprenticeship or pre-apprenticeship provider. Grow Smarter industries will be targeted in the City of St. Petersburg, but in demand job lists will be supplied and used County-wide through Employ Florida and CareerSource Pinellas.

**Insurance:** PERC will provide general, professional, facility, and automotive (if necessary) insurance for PERC program staff at rate of 4% on salaries and fringe.

**WESTCARE (Subrecipient)**

OTHER	Description	Y1 Cost	Y2 Cost	Y3 Cost	TOTAL EXPENSES	TOTAL MATCH
Communications: Land line, fax, internet - OP	\$250/month	\$450	\$450	\$450	\$1,350	\$0
Communications: Cell phones	\$55/month per staff, 2 staff	\$1,320	\$1,320	\$1,320	\$3,960	\$0
Copier Lease & Maintenance - OP	\$288/month	\$1,728	\$1,728	\$1,728	\$5,184	\$0
Staff Recruitment	\$88/New Hire (Year 1 only)	\$176	\$0	\$0	\$176	\$0
Client Transportation	\$25/pass (120 7-day passes)	\$3,000	\$3,000	\$3,000	\$9,000	\$0
Property/Liability Insurance	\$500/month	\$0	\$0	\$0	\$0	\$18,000
Licensing Fees	\$250 annually	\$0	\$0	\$0	\$0	\$750
<b>TOTALS:</b>		<b>\$6,674</b>	<b>\$6,498</b>	<b>\$6,498</b>	<b>\$19,670</b>	<b>\$18,750</b>

**Communications:** These two items include costs for the office phone and office fax line, as well as cell phones for staff, and internet service. Cell phones for staff are essential not only for timely communication, but as a safeguard for staff when they are in the community.

**Copier Lease & Maintenance:** The copier is used to maintain client files and other required documentation as well as reporting. The maintenance agreement covers the cost of copier toner and general maintenance of the copier.

**Staff Recruitment:** includes advertising vacant positions, recruit skillful staff, and obtain background checks to ensure the most qualified and efficient staff is hired.

**Client Transportation:** includes bus passes, uber ride, etc, so clients can attend meetings and get to their appointments.



**(In-Kind Match) Property/Liability Insurance:** represents property and general liability insurance.

**(In-Kind Match) Licensing Fees:** Licensing Fee is the cost of the required Department of Children and Family license to operate the program.

## Administrative Costs

**Costs may not exceed 10% of the total grant award. This cap applies to the sum of all administrative costs, including those of the applicant and any intended subgrantees or Subrecipients.**

### PERC (Subrecipient)

ADMINISTRATIVE COSTS		Y1 Cost	Y2 Cost	Y3 Cost	TOTAL EXPENSES	TOTAL MATCH
Indirect Cost Rate	26%, but only requesting 10% under grant guidelines	\$13,945	\$14,364	\$14,795	\$43,104	\$11,826
<b>TOTALS:</b>		<b>\$13,945</b>	<b>\$14,364</b>	<b>\$14,795</b>	<b>\$43,104</b>	<b>\$11,826</b>

**(In-Kind Match & Grant-Funded) Indirect Cost Rate:** This constitutes a 10% administrative rate for expenses that are necessary to the overall operation of the agency, including: grant management; fiscal, personnel, and procurement management; related office services and record keeping, etc.

### WESTCARE (Subrecipient)

ADMINISTRATIVE COSTS		Y1 Cost	Y2 Cost	Y3 Cost	TOTAL EXPENSES	TOTAL MATCH
Indirect Cost Rate	26%, but only requesting 10% under grant guidelines	\$17,273	\$17,273	\$17,273	\$51,819	\$63,918
<b>TOTALS:</b>		<b>\$17,273</b>	<b>\$17,273</b>	<b>\$17,273</b>	<b>\$51,819</b>	<b>\$63,918</b>

**(In-Kind Match & Grant-Funded) Indirect Cost Rate:** These expenses consist of administrative expenses that are necessary to the overall operation of the agency. The central administrative office performs many service functions and plays a major role in planning, direction and control. Central administrative offices consist of the following departments and expenses: Grants, Contracts and Public Relations, Finance, Quality Improvement, Risk Management, Business Development, Human Resources and Staff Development, Facilities Management and Procurement, Safety and Information Systems.

**WestCare Gulfcoast Florida, Inc**  
**CJMHA Reinvestment with Pinellas County Justice Coordination**  
**Budget Proposal FY22-24**

			1ST YEAR BUDGET	2ND YEAR BUDGET	3RD YEAR BUDGET	MATCH 3 YEAR BUDGET
<b>PERSONNEL**:</b>	Name:					
Clinical Director MH Services	TBD	1 FTE @ 10% of annual salary \$72,000 (start up yr 1 & MH oversight)	\$ 7,200	\$ 3,300	\$ 3,401	\$ -
MH Counselor	TBD	1 FTE @ 100% of annual salary \$47,000 (11 months year 1)	\$ 43,083	\$ 47,000	\$ 48,418	\$ -
MH Counselor	TBD	1 FTE @ 100% of annual salary \$47,000 (11 months year 1)	\$ 43,083	\$ 47,000	\$ 48,418	\$ -
Area VP	McArthur	1 FTE @ 10% of annual salary \$92,600	\$ -	\$ -	\$ -	\$ 27,772
Director of Out Patient Services	Darby	1 FTE @ 10% of annual salary \$60,000	\$ -	\$ -	\$ -	\$ 18,000
Director of Quality Assurance & Compliance	Chim	1 FTE @ 10% of annual salary \$55,000	\$ -	\$ -	\$ -	\$ 16,500
<b>*Increase in year 2 full year of counselor and in year 3 proposed increase</b>			\$ 93,366	\$ 97,300	\$ 100,237	\$ 62,272
<b>FRINGE BENEFIT:</b>	0.219 of Total FTE Personnel		\$ 20,447	\$ 21,309	\$ 21,952	\$ 13,638
<b>TOTAL PERSONNEL &amp; FRINGE:</b>			\$ 113,813	\$ 118,609	\$ 122,189	\$ 75,910
<b>TRAVEL:</b>						
Local Travel	Corrected to \$0.445/1000 1281 miles/mo * 12 mo * \$0.57/mile \$0.445/mile		\$ 6,840	\$ 6,840	\$ 6,840	\$ -
<b>TOTAL TRAVEL:</b>			\$ 6,840	\$ 6,840	\$ 6,840	\$ -
<b>CONTRACTUAL:</b>						
Electronic Health Record	\$50000/annually		\$ -	\$ -	\$ -	\$ 150,000
E-Learning	\$34/hr for 6 staff per year		\$ -	\$ -	\$ -	\$ 612
Volunteers	\$23.56/hr for 624 hours per year		\$ -	\$ -	\$ -	\$ 44,104
<b>TOTAL CONTRACTUAL:</b>			\$ -	\$ -	\$ -	\$ 194,716
<b>SUPPLIES**:</b>						
Client Curriculum -	\$60/participant (40)		\$ 4,800	\$ 3,580	\$ -	\$ -
Medical Supplies	HIV Rapid Tests	\$9.5/test 100 tests/year (In-Kind) (HIV Testing)	\$ -	\$ -	\$ -	\$ 2,850
Testing & Lab Fees	1 tests/client @ \$4/test (100 clients/yr)		\$ -	\$ -	\$ -	\$ 1,200
Computers	\$1200/laptop computer system - Year 1 only		\$ 2,400	\$ -	\$ -	\$ -
Office Supplies/Consumables	\$100/month - Year 1 includes initial start up supplies		\$ 2,200	\$ 1,200	\$ 1,200	\$ -
<b>**Decrease in year 2 and 3 due to computers and start up supplies in year 1 only</b>						
<b>TOTAL SUPPLIES:</b>			\$ 9,400	\$ 4,780	\$ 1,200	\$ 4,050
<b>OPERATIONS:</b>						
Rent - OP (includes utilities) (ste 402)	\$2000/month		\$ -	\$ -	\$ -	\$ 72,000
Davis Bradley Facility Cost	\$9125/bed for 10 beds per year		\$ -	\$ -	\$ -	\$ 273,750
Communications: (includes land line, internet, fax line) - OP	\$250/month		\$ 450	\$ 450	\$ 450	\$ -
Communications: Cell Phone	\$55/month/staff (2)		\$ 1,320	\$ 1,320	\$ 1,320	\$ -
Copier Lease & Maintenance - OP	\$288/month		\$ 1,728	\$ 1,728	\$ 1,728	\$ -
Staff Recruit/Ad/Background***	\$88/New Hire - Year 1 only		\$ 176	\$ -	\$ -	\$ -
Client Transitional Housing (MSI)	\$600/month up to 2 months per client (30 clients)		\$ 36,000	\$ 36,000	\$ 36,000	\$ -
Client Transportation	\$25/pass initial bus pass (120 7-Day passes)		\$ 3,000	\$ 3,000	\$ 3,000	\$ -
Property/Liability Insurance	\$500/month		\$ -	\$ -	\$ -	\$ 18,000
Licensing Fees	\$250/annually		\$ -	\$ -	\$ -	\$ 750
<b>***Decrease in year 2 and 3 due to recruitment costs in year 1 only</b>						
<b>TOTAL OPERATIONS:</b>			\$ 42,674	\$ 42,498	\$ 42,498	\$ 364,500
<b>TOTAL EXPENSES:</b>			\$ 172,727	\$ 172,727	\$ 172,727	\$ 639,176
<b>INDIRECT:</b>						
26% Federally Approved Indirect Cost Rate	Only Requesting 10% (maxed allowed)		\$ 17,273	\$ 17,273	\$ 17,273	\$ 63,918

**Total WestCare Gulfcoast Florida, Inc:** \$ 190,000 \$ 190,000 \$ 190,000 \$ 703,093

**Pinellas Ex-Offender Re-Entry Coalition  
CJMHS A Reinvestment with Pinellas County Justice Coordination  
Budget Proposal FY22-24**

			1ST YEAR	2ND YEAR	3RD YEAR	MATCH
			BUDGET	BUDGET	BUDGET	3 YEAR
						BUDGET
<b>PERSONNEL*:</b>		Name:				
Program Manager	TBD	1 FTE @ 100% of annual salary \$39,520	\$ 39,520	\$ 40,706	\$ 41,927	\$ -
Case Manager	TBD	1 FTE @ 100% of annual salary \$37,440	\$ 37,440	\$ 38,563	\$ 39,720	\$ -
Case Manager		1 FTE @ 100% of annual salary \$37,440	\$ 37,440	\$ 38,563	\$ 39,720	\$ -
Executive Director		1 FTE @ 15% of annual salary \$81,120	\$ -	\$ -	\$ -	\$ 36,504
Director of Operations		1 FTE @ 15% of annual salary \$73,112	\$ -	\$ -	\$ -	\$ 32,900
Contract Manager		1 FTE @ 15% of annual salary \$61,360	\$ -	\$ -	\$ -	\$ 27,612
			\$ -	\$ -	\$ -	\$ -
		*Increase in 2nd year due to projected cost of living increase.	\$ 114,400	\$ 117,832	\$ 121,367	\$ 97,016
<b>FRINGE BENEFIT:</b>		0.219 of Total FTE Personnel	\$ 25,054	\$ 25,805	\$ 26,579	\$ 21,247
<b>TOTAL PERSONNEL &amp; FRINGE:</b>			\$ 139,454	\$ 143,637	\$ 147,946	\$ 118,263
<b>OPERATIONS:</b>						
Data Management		\$4000/month	\$ 24,000	\$ 24,000	\$ 24,000	\$ 72,000
Data Management System/Program		Year One Build, Year Two/Three Maintenance and Adjustment	\$ 10,441	\$ 5,839	\$ 1,099	\$ 34,267
Cell phone		\$180/month	\$ 2,160	\$ 2,160	\$ 2,160	\$ -
Training Costs per Client		\$1825 per client minimum ~20/yr	\$ -	\$ -	\$ -	\$ 104,250
Office Space 4 Locations (includes Utilities)		\$2200/month	\$ -	\$ -	\$ -	\$ 79,200
Insurance		\$475/month	\$ -	\$ -	\$ -	\$ 17,100
<b>TOTAL OPERATIONS:</b>			\$ 36,601	\$ 31,999	\$ 27,259	\$ 306,817
<b>TOTAL EXPENSES:</b>			\$ 176,055	\$ 175,636	\$ 175,205	\$ 425,080
<b>INDIRECT:</b>						
10% Indirect Cost Rate		Indirect based on Personnel Costs,	\$ 13,945	\$ 14,364	\$ 14,795	\$ 11,826
<b>TOTAL Pinellas Ex-Offender Re-Entry Coalition:</b>			\$ 190,000	\$ 190,000	\$ 190,000	\$ 436,906

**Pinellas County  
CJMHS A Reinvestment with Pinellas County Justice Coordination  
Budget Proposal FY22-24**

			1ST YEAR	2ND YEAR	3RD YEAR	MATCH
			BUDGET	BUDGET	BUDGET	3 YEAR
						BUDGET
<b>PERSONNEL*:</b>		Description:				
Grant Administrator	TBD	1 FTE @ 15% of annual salary and benefits	\$ 20,000	\$ 20,000	\$ 20,000	\$ -
Behavioral Health Data Scientist		1 FTE @ 5% of annual salary and benefits	\$ -	\$ -	\$ -	\$ 22,915
			\$ 20,000	\$ 20,000	\$ 20,000	\$ 22,915
		*Increase in 2nd year due to projected cost of living increase.	\$ -	\$ -	\$ -	\$ -
<b>TOTAL PERSONNEL &amp; FRINGE:</b>			\$ 20,000	\$ 20,000	\$ 20,000	\$ 22,915
<b>OPERATIONS:</b>		Description:				
Healthcare for the Homeless Program (HCH)		Primary Care, Behavioral health, specialty care, substance abuse, MAT, Dental and/or pharmacy services for homeless individuals.	\$ -	\$ -	\$ -	\$ 5,334
Cooperative Agreements to Benefit Homeless Individuals (CABHI)		Housing and Supportive Services for homeless individuals with SAMH disorders				\$ 24,431

Other services	SOAR, Permanent Housing supports, Workforce development, staff time for additional personnel assisting with this grant					\$	7,320		
<b>TOTAL OPERATIONS:</b>		\$	-	\$	-	\$	-	\$	37,085
<b>TOTAL Pinellas County:</b>		\$	20,000	\$	20,000	\$	20,000	\$	60,000
<b>TOTAL PROGRAM COST:</b>		\$	400,000	\$	400,000	\$	400,000	\$	1,200,000

Contract No. LH834  
 CFDA No(s). 93.958  
 CSFA No(s). 60.115

Client Services  Non-Client   
 Subrecipient  Vendor   
 Federal Funds  State Funds

**THIS GRANT AGREEMENT\*** is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department" and **Pinellas County Board of County Commissioners**, hereinafter referred to as the "Provider". If this document is denoted above as a GRANT AGREEMENT, the term "Contract" as it may appear hereinafter shall be construed to mean "Grant" or "Grant Agreement" as the context may provide. Similarly, the term "Provider" shall be construed to mean "Grantee" and the term "Contract Manager" shall be construed to mean "Grant Manager".

The section headings contained in this contract are for reference purposes only and shall not affect the meaning or interpretation of this contract.

The Department and Provider agree as follows:

## 1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

### 1.1 Purpose and Contract Amount

The Department is engaging the Provider for the purpose of **implementing intensive case management services for a three year Criminal Justice Mental Health Substance Abuse Reinvestment Grant Program, pursuant to 394.656, F.S.**, as further described in Section 2, payable as provided in Section 3, in an amount not to exceed **\$1,200,000.00**.

### 1.2 Official Payee and Party Representatives

**1.2.1** The name, address, telephone number and e-mail address of the Provider's official payee to whom the payment shall be directed on behalf of the Provider are:

Name: Pinellas County Board of County Commissioners  
 Address: c/o OMB, 14 S. Ft. Harrison Ave. - 5th Floor  
 City: Clearwater State:FL Zip Code:33756  
 Phone: (727) 464-3596 Ext: \_\_\_\_\_ E-mail:  
GrantsCOE@pinellascounty.org

**1.2.2** The name, address, telephone number and e-mail of the Provider's contact person responsible for the Provider's financial and administrative records:

Name: Pinellas County Board of County Commissioners  
 Address: c/o OMB, 14 S. Ft. Harrison Ave. - 5th Floor  
 City: Clearwater State:FL Zip Code:33756  
 Phone: (727)464-3596 Ext: \_\_\_\_\_ E-mail:  
GrantsCOE@pinellascounty.org

Per section 402.7305(1)(a), Florida Statutes (F.S.), the Department's Contract Manager is the primary point of contact through which all contracting information flows between the Department and the Provider. Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party.

### 1.3 Effective and Ending Dates

This Contract shall be effective **March 1, 2022** or the last party signature date, whichever is later. The service performance period under this Contract shall commence on **March 1, 2022** or the effective date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on **February 28, 2025**, subject to the survival of terms provisions of Section 7.4. This contract may be renewed in accordance with SS. 287.057(13) or 287.058(1)(g), F.S.

**1.2.3** The name, address, telephone number and e-mail of the Provider's representative responsible for administration of the program under this Contract (and primary point of contact) are:

Name: Gabriela (Elle) Piloseno, M.S  
 Address: 440 Court Street, 2nd Floor  
 City: Clearwater State:FL Zip Code:33756  
 Phone: (727)464-6485 Ext: \_\_\_\_\_ E-mail:  
gpiloseno@co.pinellas.fl.us

**1.2.4** The name, address, telephone number and e-mail address of the Contract Manager for the Department for this Contract are:

Name: Adrian Williams, FCCM  
 Address: 2415 North Monroe Street  
 City: Tallahassee State:FL Zip Code:32303-4190  
 Phone: 850-717-4459 Ext: \_\_\_\_\_ E-mail:  
adrian.williams1@myflfamilies.com

## 1.4 Contract Document

This Contract is composed of the documents referenced in this section.

**1.4.1** The definitions found in the Standard Contract Definitions, located at: <http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf> are incorporated into and made a part of this Contract. Additional definitions may be set forth in Exhibit A, Special Provisions.

**1.4.2** The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract.

**1.4.3** The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 9, as provided therein.

**1.4.4** In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

**1.4.4.1** Exhibits A through F;

**1.4.4.2** Any documents incorporated into any exhibit by reference, or included as a subset thereof;

**1.4.4.3** This Standard Contract;

**1.4.4.4** Any documents incorporated into this Contract by reference;

**1.4.4.5** Attachments 1 through 2.

## 2. STATEMENT OF WORK

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation under Section 3 will be equitably adjusted by the Department to the extent that it prescribes a fixed price payment method or does not provide a method of payment for added tasks.

### 2.1 Scope of Work

The Scope of Work is described in Exhibit B.

### 2.2 Task List

The Provider shall perform all tasks set forth in the Task List, found in Exhibit C, in the manner set forth therein.

### 2.3 Deliverables

The Deliverables are described in Exhibit D.

### 2.4 Performance Measures

**2.4.1** The performance measures for acceptance of deliverables are set forth in Exhibit D, Section D-4.

**2.4.2** To avoid contract termination, Provider's performance must meet the minimum acceptable level of performance set forth in Exhibit E, Minimum Performance Measures, Section E-1, regardless of any other performance measures in this Contract. By execution of this Contract, the Provider hereby acknowledges and agrees that its performance under the Contract must meet these Minimum Performance Measures and that it will be bound by the conditions set forth therein. If the Provider fails to meet these measures, the Department, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Provider to the Department's satisfaction, the Department must terminate the Contract. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances. The Provider further acknowledges and agrees that during any period in which the Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply.

## 3. PAYMENT, INVOICE AND RELATED TERMS

The Department shall pay for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed that set forth in Section 1.1, subject to the availability of funds and

satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the Department per Section 3.1 and shall remain subject to subsequent audit or review to confirm contract compliance. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

### **3.1 Prompt Payment and Vendor Ombudsman**

Per section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract elsewhere specifies otherwise. Department determination of acceptable services shall be conclusive. Department receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager. For any amount that is authorized for payment but is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved (or within thirty-five (35) days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

### **3.2 Method of Payment**

The Provider shall be paid in accordance with Exhibit F.

### **3.3 Invoices**

**3.3.1** The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this Contract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Contract.

**3.3.2** The final invoice for payment shall be submitted to the Department no more than 60 days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

### **3.4 Financial Consequences**

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply financial consequences as provided for in Section 6.1. The parties agree that the penalties provided for under Section 6.1 constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides, or termination of this Contract per Section 6.2 and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 3.5, to the extent of such error. Financial consequences directly related to the deliverables under this Contract are defined in Exhibit F.

### **3.5 Overpayments and Offsets**

The Provider shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the Department and any interest attributable to such funds. Should repayment not be made promptly upon discovery by the Provider or its auditor or upon written notice by the Department, the Provider will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by the Department to not be in full compliance with contract requirements shall be deemed overpayments. The Department shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the Department from the Provider under this or any other contract or agreement. If this contract involves federal or state financial assistance, the following applies: The Grantee shall return to the Department any unused funds; any accrued interest earned; and any unmatched grant funds, as detailed in the Final Financial Report, no later than 60 days following the ending date of this Contract.

### **3.6 MyFloridaMarketPlace Transaction Fee.**

This Contract is **exempt from** the MyFloridaMarketPlace transaction fee.

## **4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE**

### **4.1 Compliance with Statutes, Rules and Regulations**

In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this Contract.

### **4.2 State Policies**

The Provider shall comply with the policies set forth in the Department of Financial Services' Reference Guide for State Expenditures and active Comptroller/Chief Financial Officer Memoranda issued by the Division of Accounting and Auditing.

### **4.3 Independent Contractor, Subcontracting and Assignments**

**4.3.1** In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to State retirement, leave benefits or any other benefits of State employees as a result of performing the duties or obligations of this Contract.

**4.3.2** The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

**4.3.3** The Provider may subcontract under this Contract

**4.3.3.1** The Provider shall not subcontract for any of the work contemplated under this Contract without prior written approval of the Department, which shall not be unreasonably withheld. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida.

**4.3.3.2** The Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.

**4.3.3.3** The Provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the Provider's performance being performed by or through the subcontract.

**4.3.4** To the extent that a subcontract provides for payment after Provider's receipt of payment from the Department, the Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (0.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

### **4.4 Provider Indemnity**

Section 19 of PUR 1000 Form shall apply per its terms, except that the phrase "arising from or relating to personal injury and damage to real or personal tangible property" in the first paragraph is replaced with "arising out of or by reason of the execution of this Contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement," and the following additional terms will also apply:



**4.4.1** If the Provider removes an infringing product because it is not reasonably able to modify that product or secure the Department the right to continue to use that product, the Provider shall immediately replace that product with a non-infringing product that the Department determines to be of equal or better functionality or be liable for the Department's cost in so doing.

**4.4.2** Further, the Provider shall indemnify the Department for all costs and attorneys' fees arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure; or arising from or relating to the scope of the Provider's redaction of the record, as provided for under Section 5.3, including litigation initiated by the Department.

**4.4.3** The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Department negligent shall excuse the Provider of performance under this provision, in which case the Department shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the Department shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

## **4.5 Insurance**

The Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. Upon the execution of this Contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Department reserves the right to require additional insurance as specified in this Contract.

## **4.6 Notice of Legal Actions**

The Provider shall notify the Department of potential or actual legal actions taken against the Provider related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact the Department. The Provider shall notify the Department's Contract Manager within ten (10) days of Provider becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

## **4.7 Intellectual Property**

All intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of the Department, fully compensated for by the Contract amount. Neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

**4.7.1** If the Provider uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in Exhibit A as having specific limitations, the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by the Department its employees, agents or contractors during the term of this Contract and perpetually thereafter.

**4.7.2** All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

#### **4.8 Transition Activities**

Continuity of service is critical when service under this Contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this Contract, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes but is not limited to the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this Contract and shall support the requirements for transition as specified in a Department-approved Transition Plan, which shall be developed jointly with the new provider in consultation with the Department.

#### **4.9 Real Property**

Any State funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of State funding for this purpose, if the Provider disposes of the property before the Department's interest is vacated, the Provider will refund the proportionate share of the State's initial investment, as adjusted by depreciation.

#### **4.10 Publicity**

Without limitation, the Provider and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State agency or affiliate or any officer or employee of the State, or any State program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this Contract in press releases, advertising or materials distributed to the Provider's prospective customers.

#### **4.11 Sponsorship**

As required by section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name) and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

#### **4.12 Employee Gifts**

The Provider agrees that it will not offer to give or give any gift to any Department employee during the service performance period of this Contract and for a period of two years thereafter. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

#### **4.13 Mandatory Reporting Requirements**

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows:

**4.13.1** A reportable incident is defined in CFOP 180-4, which can be obtained from the Contract Manager.

**4.13.2** Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Contract Manager.

**4.13.3** Other reportable incidents shall be reported to the Department's Office of Inspector General through the Internet at <http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml> or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at [IG.Complaints@myflfamilies.com](mailto:IG.Complaints@myflfamilies.com). The Provider and subcontractor may also mail the completed form to the Department of Children and Families, Office of Inspector General, The Center, 2415 Monroe Street, Suite 400 - I, Tallahassee, Florida, 32303; or via fax at (850) 488-1428.

#### 4.14 Employment Screening

**4.14.1** The Provider shall ensure that all staff utilized by the Provider and its subcontractors (hereinafter, "Contracted Staff") that are required by Florida law and by CFOP 60-25, Chapter 2, which is hereby incorporated by reference to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

**4.14.1.1** Employment history checks;

**4.14.1.2** Fingerprinting for all criminal record checks;

**4.14.1.3** Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);

**4.14.1.4** Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and

**4.14.1.5** Security background investigation, which may include local criminal record checks through local law enforcement agencies.

**4.14.1.6** Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

**4.14.2** The Provider shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Contract stating that all required staff have been screened or the Provider is awaiting the results of screening.

**4.14.3** The Department requires, as applicable, the use of the Officer of Inspector General's Request for Reference Check form (CF 774), which states: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families or a Contract or sub-contract provider, a check with the Office of Inspector General (IG) is required to determine if the individual is or has been a subject of an investigation with the IG's Office. The request will only be made on the individual that is being recommended to be hired for the position if that individual has previously worked for the Contract or sub-contract provider, or if that individual is being promoted, transferred or demoted within the Contract or sub-contract provider."

#### 4.15 Human Subject Research

The Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §§ 289, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

#### 4.16 Coordination of Contracted Services

Section 287.0575, F.S., mandates various duties and responsibilities for certain State agencies and their contracted service providers, and requires the following Florida health and human services agencies to coordinate their monitoring of contracted services: Department of Children and Families, Agency for Persons with Disabilities, Department of Health, Department of Elderly Affairs, and Department of Veterans Affairs, where applicable.

In accordance with section 287.0575(2), F.S., each contract service provider that has more than one contract with one or more of the five Florida health and human services agencies must provide a comprehensive list of their health and human services contracts to their respective Contract Manager(s). The list must include the following information:

**4.16.1** Name of each contracting State agency and the applicable office or program issuing the contract.

**4.16.2** Identifying name and number of the contract.

**4.16.3** Starting and ending date of each contract.

**4.16.4** Amount of each contract.

**4.16.5** A brief description of the purpose of the contract and the types of services provided under each contract.

#### 4.16.6 Name and contact information of each Contract Manager.

### 5. **RECORDS, AUDITS AND DATA SECURITY**

#### 5.1 **Records, Retention, Audits, Inspections and Investigations**

**5.1.1** The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract. Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 5.1.2. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

**5.1.2** Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for a period of six (6) years after completion of the Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to the Department.

**5.1.3** At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 2 CFR § 200.336, shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.

**5.1.4** A financial and compliance audit shall be provided to the Department as specified in this Contract and in Attachment **1**.

**5.1.5** The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

**5.1.6** No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

#### 5.2 **Inspections and Corrective Action**

The Provider shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this Contract. Following such review, the Department may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the Department's direction. This provision will not limit the Department's choice of remedies under law, rule, or this contract.

#### 5.3 **Provider's Confidential and Exempt Information**

**5.3.1** By executing this Contract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to section 215.985, F.S. The Provider, upon written request of the Department, shall promptly provide a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

**5.3.2** Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to the Department in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with the following standards:

**5.3.2.1** Provider must clearly label as trade secret, any portion of the documents, data, or records submitted that it considers to be trade secret, as defined in Section 812.081(1)(c), F.S., and exempt from public inspection or disclosure pursuant to Florida's Public Records Law. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.

**5.3.2.2** The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 5.3.2.1. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.1, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

**5.3.3** The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

#### **5.4 Health Insurance Portability and Accountability Act**

The Provider certifies that neither it nor its subcontractors will have access to, receive or provide Protected Health Information within the meaning of the Health Insurance Portability and Accountability Act (42 U.S.C. § 1320d.) and the regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) incidental to performance of this Contract.

In compliance with 45 CFR § 164.504(e), the Provider shall comply with the provisions of Attachment 2 to this Contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractors incidental to the Provider's performance of this Contract.

#### **5.5 Information Security**

The Provider shall comply with, and be responsible for ensuring subcontractor compliance as if they were the Provider with, the following information security requirements whenever the Provider or its subcontractors have access to Department information systems or maintain any client or other confidential information in electronic form:

**5.5.1** An appropriately skilled individual shall be identified by the Provider to function as its Information Security Officer. The Information Security Officer shall act as the liaison to the Department's security staff and will maintain an appropriate level of information security for Department information systems or any client or other confidential information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to Department information systems or any client or other confidential information. The Information Security Officer will ensure that any access to Department information systems or any client or other confidential information is removed immediately upon such access no longer being required for Provider's performance under this contract.

**5.5.2** The Provider shall provide the latest Departmental security awareness training to all who request or have access, through the Provider's access, to Department information systems or any client or other confidential information.

**5.5.3** All who request or have access, through the Provider's access, to Department information systems or any client or other confidential information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the Contract Manager.

**5.5.4** The Provider shall prevent unauthorized disclosure or access, from or to Department information systems or client or other confidential information. Client or other confidential information on systems and network capable devices shall be encrypted per CFOP 50-2.

**5.5.5** The Provider agrees to notify the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

**5.5.6** The Provider shall, at its own cost, comply with section 501.171, F.S. The Provider shall also, at its own cost, implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

#### **5.6 Public Records**

**5.6.1** The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. As required by section

287.058(1)(c), F.S., it is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate this Contract.

**5.6.2** As required by section 119.0701, F.S., to the extent that the Provider is acting on behalf of the Department within the meaning of section 119.011(2), F.S., the Provider shall:

**5.6.2.1** Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.

**5.6.2.2** Upon request from the Department's custodian of public records, provide to the Department a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

**5.6.2.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to the Department.

**5.6.2.4** Upon completion of the contract, transfer, at no cost, to the Department all public records in possession of the Provider or keep and maintain public records required by the Department to perform the service. If the Provider transfers all public records to the Department upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

**5.6.3 IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-487-1111, OR BY EMAIL AT [DCFCustodian@MYFLFAMILIES.COM](mailto:DCFCustodian@MYFLFAMILIES.COM), OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, THE CENTRE SUITE 400, 2415 MONROE STREET, TALLAHASSEE, FL 32303.**

## **6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION**

### **6.1 Financial Penalties for Failure to Take Corrective Action**

**6.1.1** In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., should the Department require a corrective action to address noncompliance under this Contract, incremental penalties listed in section 6.1.2 through section 6.1.3 shall be imposed for Provider failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from the Department to complete corrective action, but shall not exceed ten (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. These penalties do not limit or restrict the Department's application of any other remedy available to it under law or this Contract.

**6.1.2** The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan, in accordance with the following standards.

**6.1.2.1** Noncompliance that is determined by the Department to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

**6.1.2.2** Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty.

**6.1.2.3** Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

**6.1.3** The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the Department may deduct the amount of the penalty from invoices submitted by the Provider.

## **6.2 Termination**

**6.2.1** In accordance with Section 22 of PUR 1000 Form, this Contract may be terminated by the Department without cause upon no less than thirty (30) calendar days' notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.

**6.2.2** This Contract may be terminated by the Provider upon no less than one-hundred and twenty (120) calendar days' notice in writing to the Department unless another notice period is mutually agreed upon in writing.

**6.2.3** In the event funds for payment pursuant to this Contract become unavailable, the Department may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to the Provider. The Department shall be the final authority as to the availability and adequacy of funds.

**6.2.4** In the event the Provider fails to fully comply with the terms and conditions of this Contract, the Department may terminate the Contract upon no less than twenty-four (24) hours' notice in writing to the Provider, excluding Saturday, Sunday, and Holidays. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Contract. The Department's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit the Department's right to remedies at law or in equity.

**6.2.5** Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Provider. To be terminated under this provision, the Provider must have:

**6.2.5.1** Previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Department; or

**6.2.5.2** Had a contract terminated by the Department for cause.

**6.2.6** In the event of termination under Sections 6.2.1 or 6.2.3, the Provider will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work per Section 21 of the PUR 1000.

**6.2.7** If this Contract is for an amount of \$1 Million or more, the Department may terminate this Contract at any time the Provider is found to have submitted a false certification under section 287.135, F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this contract, the Department may terminate this contract at any time the Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

## **6.3 Dispute Resolution**

**6.3.1** Any dispute concerning performance of this Contract or payment hereunder shall be decided by the Department, which shall be reduced to writing and a copy of the decision shall be provided to the Provider by the Contract Manager. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Department's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution.

**6.3.2** After receipt of a petition for alternative dispute resolution the Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract.

**6.3.3** After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the exhibits or other attachments, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties.

**6.3.4** Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process.

**6.3.5** This section shall not limit the parties' rights of termination under Section 6.2.

**6.3.6** All notices provided by the Department under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.3 via the U.S. Postal Service or any other delivery service that provides verification of delivery, or via hand delivery. All notices provide by the Provider under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.4 via U.S. Postal Service or any other delivery service that provides verification of delivery, or via hand delivery.

## **7. OTHER TERMS**

### **7.1 Governing Law and Venue**

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. State Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue shall be in Leon County, Florida. Unless otherwise provided in any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.

### **7.2 No Other Terms**

There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

### **7.3 Severability of Terms**

If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.

### **7.4 Survival of Terms**

Unless a provision hereof expressly states otherwise, all provisions hereof concerning obligations of the Provider and remedies available to the Department survive the ending date or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment.

### **7.5 Modifications**

Modifications of provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

### **7.6 Anticompetitive Agreements**

The Provider will not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the Department or a provider of services to the Department.

### **7.7 Communications**

Except where otherwise provided in this Contract, communications between the parties regarding this Contract may be by any commercially reasonable means. Where this Contract calls for communication in writing, such communication includes email, and attachments thereto are deemed received when the email is received.

### **7.8 Accreditation**

The Department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Department's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.



## **7.9 Transitioning Young Adults**

The Provider understands the Department's interest in assisting young adults aging out of the dependency system. The Department encourages Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

## **7.10 DEO and Workforce Florida**

The Provider understands that the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Department encourages Provider participation with the Department of Economic Opportunity and Workforce Florida.

## **7.11 Purchases by Other Agencies**

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.045, Florida Administrative Code, if requested by another agency. Other State agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

## **7.12 Unauthorized Aliens**

Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by the Department for violation of section 274A of the Immigration and Nationality Act (8 U.S.C. § 1324a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider and its subcontractors will enroll in and use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. Employees assigned to the contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.

## **7.13 Civil Rights Requirements**

These requirements shall apply to the Provider and all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

**7.13.1** The Provider shall comply with the provisions In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, or marital status.

**7.13.2** The Provider shall not discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR, Parts 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16.

**7.13.3** If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within thirty (30) days of execution of this Contract and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.

## **7.14 Use of Funds for Lobbying Prohibited**

The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a State agency.

## **7.15 Public Entity Crime and Discriminatory Contractors**

Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the

threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

## **7.16 Whistleblower's Act Requirements**

In accordance with subsection 112.3187, F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

## **7.17 PRIDE**

Articles which are the subject of or are required to carry out this Contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this Contract, the Provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

## **7.18 Recycled Products**

The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with the provisions of sections 403.7065, F.S.

## **8. FEDERAL FUNDS APPLICABILITY**

The terms in this section apply if Federal Funds are used to fund this Contract.

### **8.1 Federal Law**

**8.1.1** The Provider shall comply with the provisions of Federal law and regulations including, but not limited to, 2 CFR, Part 200, and other applicable regulations.

**8.1.2** If this Contract contains \$10,000 or more of Federal Funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 if applicable.

**8.1.3** If this Contract contains over \$150,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Provider shall report any violations of the above to the Department.

**8.1.4** No Federal Funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Contract contains Federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment **3**. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this Contract.

**8.1.5** If this Contract provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. § 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

**8.1.6** If the Provider is a federal subrecipient or pass-through entity, then the Provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**8.1.7** If the Provider is a federal subrecipient or pass through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine whether or not its subcontracts are being awarded to a “contractor” or a “subrecipient,” as those terms are defined in 2 CFR, Part 200. If a Provider’s subcontractor is determined to be a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

## **8.2 Executive Compensation Reporting**

Annually on or before May 1 Provider will complete and return the Executive Compensation Annual Report found [here](#).

## **8.3 Federal Whistleblower Requirements**

Pursuant to Section 11(c) of the OSH Act of 1970 and the subsequent federal laws expanding the act, the Provider is prohibited from discriminating against employees for exercising their rights under the OSH Act. Details of the OSH Act can be found at this website: <http://www.whistleblowers.gov>.

## **9. CLIENT SERVICES APPLICABILITY**

The terms in this section apply if the box for Client Services is checked at the beginning of this Contract.

### **9.1 Client Risk Prevention**

If services to clients are to be provided under this Contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

### **9.2 Emergency Preparedness Plan**

If the tasks to be performed pursuant to this Contract include the physical care or supervision of clients, the Provider shall, within thirty (30) days of the execution of this contract, submit to the Contract Manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term “supervision” includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting. No later than twelve months following the Department’s original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary. The Department agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assume implementation of agreed emergency relief provisions.

### **9.3 Support to the Deaf or Hard-of-Hearing**

**9.3.1** The Provider and its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and CFOP 60-10, Chapter 4, entitled Auxiliary Aids and Services for the Deaf or Hard-of-Hearing.

**9.3.2** If the Provider or any of its subcontractors employs 15 or more employees, such Provider and subcontractor shall each designate a Single-Point-of-Contact to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider’s Single-Point-of-Contact and that of its Subcontractors will process the compliance data into the Department’s HHS Compliance reporting Database by the 5<sup>th</sup> business day of the month, covering the previous month’s reporting, and forward confirmation of submission to the Contract Manager. The name and contact information for the Provider’s Single-Point-of-Contact shall be furnished to the Department’s Contract Manager within fourteen (14) calendar days of the effective date of this requirement.

**9.3.3** The Provider shall, within thirty (30) days of the effective date of this requirement, contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider’s Single-Point-of-Contact.

**9.3.4** The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and their subcontractors with fifteen (15) or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

**9.3.5** The Provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by The Provider and its subcontractors. The approved Notice is available at: <http://www.myflfamilies.com/about-us/services-deaf-and-hard-hearing/DCF-posters>.

**9.3.6** The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

**9.3.7** If customers or companions are referred to other agencies, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

**9.3.8** The Department requires each contract/subcontract provider agency's direct service employees to complete training on servicing our Customers who are Deaf or Hard-of-Hearing and sign the Attestation of Understanding. Direct service employees performing under this Contract will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

#### **9.4 Confidential Client and Other Information**

Except as provided in this Contract, the Provider shall not use or disclose but shall protect and maintain the confidentiality of any client information and any other information made confidential by Florida law or Federal laws or regulations that is obtained or accessed by the Provider or its subcontractors incidental to performance under this Contract.

**9.4.1** State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 741.3165 and 916.107, F.S.

**9.4.2** Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. § 2020(e)(8), 42 U.S.C. § 602 and 2 CFR § 200.303 and 2 CFR § 200.337, 7 CFR § 272.1(c), 42 CFR §§ 2.1-2.3, 42 CFR §§ 431.300-306, 45 CFR § 205.

**9.4.3** A summary of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

#### **9.5 Major Disasters and Emergencies**

The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, the Department is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recovery from a major disaster. The Provider shall request reimbursement for eligible expenses through the Department and payment will be issued upon FEMA approval and reimbursement.

By signing this Contract, the parties agree that they have read and agree to the entire Contract, as described in Section 1.4.

IN WITNESS THEREOF, the parties hereto have caused this **42** page Contract to be executed by their undersigned officials as duly authorized.

**PROVIDER: PINELLAS COUNTY, FLORIDA, by and through its Board of County Commissioners**      **FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES**

**Signature:** *Charlie Justice*  
**Print/Type Name:** Charlie Justice  
**Title:** Chair  
**Date:** March 8, 2022

**Signature:** *Shevaun L. Harris*  
**Print/Type Name:** Shevaun L. Harris  
**Title:** Secretary  
**Date:** 3/10/2022 | 10:35 AM EST

APPROVED AS TO FORM

By: Matthew Tolnay  
Office of the County Attorney

The parties agree that any future amendment(s) replacing this page will not affect the above execution.

Federal Tax ID # (or SSN): 596000800

Provider Fiscal Year Ending Date: 06/30.

The Remainder of this Page Intentionally Left Blank.



ATTEST: KEN BURKE, CLERK  
By: *Ken Burke*  
Deputy Clerk

## EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Items 1 through 9 of the Integrated Standard Contract, as provided herein:

### **A-1 ENGAGEMENT, TERM AND CONTRACT DOCUMENT**

#### **Program Specific Terms**

In **Section 1.4.1**, the address for contract terms is replaced by the following 2019 definitions:

<https://myflfamilies.com/admin/contracts/docs/GlossaryofContractTerms.pdf>; and in addition to the provisions of **Section 1.4**, the following definitions also apply to this Grant Agreement.

#### **A-1.1 Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant Program, hereinafter referred to as “Program”**

The program created in s. 394.656, F.S., which provides funding to counties which they may use to plan, implement, or expand initiatives that increase public safety, avert increased spending on criminal justice, and improve the accessibility and effectiveness of treatment services for adults and juveniles who have a mental illness, substance abuse disorder, or co-occurring mental health and substance abuse disorders and who are in, or at risk of entering, the criminal or juvenile justice systems.

#### **A-1.2 Criminal Justice, Mental Health, and Substance Abuse Technical Assistance Center, hereinafter referred to as “TAC”**

The center created in s. 394.659, F.S., which provides information and technical support to counties and agencies in implementing the Reinvestment Grant Program.

#### **A-1.3. Managing Entity (ME)**

As defined in s. 394.9082(2)(e), F.S.

### **A-2 STATEMENT OF WORK**

There are no additional provisions to this section of the Standard Contract.

### **A-3 PAYMENT, INVOICE AND RELATED TERMS**

In addition to the provisions of Section 3.5, the Grantee shall return to the Department any unused funds; any accrued interest earned; and any unmatched grant funds, as detailed in the Final Financial Report, no later than 60 days following the ending date of this Grant Agreement.

### **A-4 GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE**

#### **A-4.1 Coordination of Contracted Services**

In addition to the terms of **Section 4.16**, the Grantee shall coordinate services provided under this Grant Agreement with the Managing Entity responsible for the coordinated system of care in the Service Location covered by this Grant Agreement.

**A-4.1.1** The Grantee shall submit a copy of this Grant Agreement and any amendments or renewals to the Managing Entity within 30 days of execution.

**A-4.1.2** The Grantee shall provide contact information to the Managing Entity for a designated service coordinator.

**A-4.1.3** The Grantee shall participate in coordinated system of care activities sponsored by the Managing Entity to support systemic referral coordination, needs assessment, planning, development, data collection, resource sharing and related activities of the Managing Entity.

**A-4.2 Exhibit A1** contains additional state and federal laws, rules, and regulations applicable to performance under this Grant Agreement.

### **A-5 RECORDS, AUDITS AND DATA SECURITY**

There are no additional provisions to this section of the Standard Contract.

### **A-6 PENALTIES, TERMINATION AND DISPUTE RESOLUTION**

There are no additional provisions to this section of the Standard Contract.

## **A-7 OTHER TERMS**

### **A-7.1 Financial Assistance**

As a recipient of state financial assistance, the Grantee shall comply with **s. 215.97, F.S.** Expenditures of state financial assistance shall comply with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures. The Grant Agreement may be charged only with allowable costs resulting from obligations incurred during the term of the Grant Agreement. Any balances of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

### **A-7.2 Property**

**A-7.2.1** The word "property" as used in this section means equipment, fixtures, and other property of a non-consumable and non-expendable nature, the original acquisition cost or estimated fair market value of which is \$5,000 or more and the normal expected life of which is one year or more. This definition also includes hardback-covered bound books that are circulated to students or the general public, the original acquisition cost or estimated fair market value of which is \$25 or more, hardback-covered bound books, the cost or value of which is \$250 or more, and all computers. Each item of property which it is practicable to identify by marking shall be marked in the manner required by the Auditor General. Each custodian shall maintain an adequate record of property in his or her custody, which record shall contain such information as shall be required by the Auditor General. Once each year, on July 1 or as soon thereafter as is practicable, and whenever there is a change of custodian, each custodian shall take an inventory of property in his or her custody. The inventory shall be compared with the property record, and all discrepancies shall be traced and reconciled. All publicly supported libraries shall be exempt from marking hardback-covered bound books, as required by this section. The catalog and inventory control records maintained by each publicly supported library shall constitute the property record of hardback-covered bound books with a value or cost of \$25 or more included in each publicly supported library collection and shall serve as a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing shall be traced and reconciled, and the library inventory shall be adjusted accordingly.

**A-7.2.2** If any property is purchased by the Grantee with funds provided by this Grant Agreement, the Grantee shall inventory all nonexpendable property including all computers. A copy of which shall be submitted to the Department along with the expenditure report for the period in which it was purchased. At least annually the Grantee shall submit a complete inventory of all such property to the Department whether new purchases have been made or not.

**A-7.2.3** The inventory shall include, at a minimum, the identification number; year and/or model; a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the Vehicle Identification Number (VIN) and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost.

**A-7.2.4** The Grant Manager must provide disposition instructions to the Grantee prior to the end of the Grant Agreement period. The Grantee cannot dispose of any property that reverts to the Department without the Grant Manager's approval. The Grantee shall furnish a closeout inventory no later than 30 days before the completion or termination of this Grant Agreement. The closeout inventory shall include all nonexpendable property including all computers purchased by the Grantee. The closeout inventory shall contain, at a minimum, the same information required by the annual inventory.

**A-7.2.5** The Grantee hereby agrees that all inventories required by this Grant Agreement shall be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value shall be agreed upon by both the Grantee and the Department and shall be used in place of the original acquisition cost.

**A-7.2.6** Title (ownership) to and possession of all property purchased by the Grantee pursuant to this Grant Agreement shall be vested in the Department upon completion or termination of this Grant Agreement. During the term of this Grant Agreement, the Grantee is responsible for insuring all property purchased by or transferred to the Grantee is in good working order. The Grantee hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The Grantee shall be responsible for repaying to the Department the replacement cost of any property inventoried and not transferred to the Department upon completion or termination of this Grant Agreement. When property transfers from the Grantee to the Department, the Grantee shall be responsible for paying for the title transfer.

**A-7.2.7** If the Grantee replaces or disposes of property purchased by the Grantee pursuant to this Grant Agreement, the Grantee is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Grantee's annual inventory.

**A-7.2.8** The Grantee hereby agrees to indemnify the Department against any claim or loss arising out of the operation of any motor vehicle purchased by or transferred to the Grantee pursuant to this Grant Agreement.

**A-7.2.9** A formal contract amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

**A-8 FEDERAL FUNDS APPLICABILITY**

There are no additional provisions to this section of the Standard Contract.

**A-9 CLIENT SERVICES APPLICABILITY**

There are no additional provisions to this section of the Standard Contract.

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## **EXHIBIT A1 – SAMH PROGRAMMATIC STATE AND FEDERAL LAWS, RULES, AND REGULATIONS**

The provider and its subcontractors shall comply with all applicable state and federal laws, rules and regulations, as amended from time to time, that affect the subject areas of the contract. Authorities include but are not limited to the following:

### **A1-1 FEDERAL AUTHORITY**

#### **A1-1.1 Block Grants Regarding Mental Health and Substance Abuse**

##### **A1-1.1.1 Block Grants for Community Mental Health Services**

42 U.S.C. ss. 300x, et seq.

##### **A1-1.1.2 Block Grants for Prevention and Treatment of Substance Abuse**

42 U.S.C. ss. 300x-21 et seq.

45 CFR Part 96, Subpart L

#### **A1-1.2 Department of Health And Human Services, General Administration, Block Grants**

45 CFR Part. 96

#### **A1-1.3 Charitable Choice Regulations Applicable to Substance Abuse Block Grant and PATH Grant**

42 CFR Part 54

#### **A1-1.4 Confidentiality Of Substance Use Disorder Patient Records**

42 CFR Part 2

#### **A1-1.5 Security and Privacy**

45 CFR Part 164

#### **A1-1.6 Supplemental Security Income for the Aged, Blind and Disabled**

20 CFR Part 416

#### **A1-1.7 Temporary Assistance to Needy Families (TANF)**

42 U.S.C. ss. 601 - 619

45 CFR, Part 260

#### **A1-1.8 Projects for Assistance in Transition from Homelessness (PATH)**

42 U.S.C. ss. 290cc-21 – 290cc-35

#### **A1-1.9 Equal Opportunity for Individuals with Disabilities (Americans with Disabilities Act of 1990)**

42 U.S.C. ss. 12101 - 12213

#### **A1-1.10 Prevention of Trafficking (Trafficking Victims Protection Act of 2000)**

22 U.S.C. s. 7104

2 CFR Part 175

#### **A1-1.11 Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)**

2 CFR Part 182

2 CFR Part 382

### **A1-2 FLORIDA STATUTES**

#### **A1-2.1 Child Welfare and Community Based Care**

Ch. 39, F.S. Proceedings Relating to Children

Ch. 402, F.S. Health and Human Services: Miscellaneous Provisions

**A1-2.2 Substance Abuse and Mental Health Services**

- Ch. 381, F.S. Public Health: General Provisions
- Ch. 386, F.S. Particular Conditions Affecting Public Health
- Ch. 394, F.S. Mental Health
- Ch. 395, F.S. Hospital Licensing and Regulation
- Ch. 397, F.S. Substance Abuse Services
- Ch. 400, F.S. Nursing Home and Related Health Care Facilities
- Ch. 414, F.S. Family Self-Sufficiency
- Ch. 458, F.S. Medical Practice
- Ch. 464, F.S. Nursing
- Ch. 465, F.S. Pharmacy
- Ch. 490, F.S. Psychological Services
- Ch. 491, F.S. Clinical, Counseling, and Psychotherapy Services
- Ch. 499, F.S. Florida Drug and Cosmetic Act
- Ch. 553, F.S. Building Construction Standards
- Ch. 893, F.S. Drug Abuse Prevention and Control
- S. 409.906(8), F.S. Optional Medicaid Services – Community Mental Health Services

**A1-2.3 Developmental Disabilities**

- Ch. 393, F.S. Developmental Disabilities

**A1-2.4 Adult Protective Services**

- Ch. 415, F.S. Adult Protective Services

**A1-2.5 Forensics**

- Ch. 916, F.S. Mentally Ill And Intellectually Disabled Defendants
- Ch. 985, F.S. Juvenile Justice; Interstate Compact on Juveniles
- S. 985.19, F.S. Incompetency in Juvenile Delinquency Cases
- S. 985.24, F.S. Use of detention; prohibitions

**A1-2.6 State Administrative Procedures and Services**

- Ch. 119, F.S. Public Records
- Ch. 120, F.S. Administrative Procedures Act
- Ch. 287, F.S. Procurement of Personal Property and Services
- Ch. 435, F.S. Employment Screening
- Ch. 815, F.S. Computer-Related Crimes
- Ch. 817, F.S. Fraudulent Practices
- S. 112.061, F.S. Per diem and travel expenses of public officers, employees, and authorized persons; statewide travel management system
- S. 112.3185, F.S. Additional standards for state agency employees
- S. 215.422, F.S. Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance

S. 216.181(16)(b), F.S. Advanced funds for program startup or contracted services

**A1-3 FLORIDA ADMINISTRATIVE CODE**

**A1-3.1 Child Welfare and Community Based Care**

- Ch. 65C-13, F.A.C. Foster Care Licensing
- Ch. 65C-14, F.A.C. Child-Caring Agency Licensing
- Ch. 65C-15, F.A.C. Child-Placing Agencies

**A1-3.2 Substance Abuse and Mental Health Services**

- Ch. 65D-30, F.A.C. Substance Abuse Services Office
- Ch. 65E-4, F.A.C. Community Mental Health Regulation
- Ch. 65E-5, F.A.C. Mental Health Act Regulation
- Ch. 65E-10, F.A.C. Psychotic and Emotionally Disturbed Children - Purchase of Residential Services Rules
- Ch. 65E-11, F.A.C. Behavioral Health Services
- Ch. 65E-12, F.A.C. Public Mental Health Crisis Stabilization Units and Short Term Residential Treatment Programs
- Ch. 65E-14, F.A.C. Community Substance Abuse and Mental Health Services - Financial Rules
- Ch. 65E-20, F.A.C. Forensic Client Services Act Regulation
- Ch. 65E-26, F.A.C. Substance Abuse and Mental Health Priority Populations and Services

**A1-3.3 Financial Penalties**

- Ch. 65-29, F.A.C. Penalties on Service Providers

**A1-4 MISCELLANEOUS**

**A1-4.1 Department of Children and Families Operating Procedures**

- CFOP 155-10 / 175-40 Services for Children with Mental Health and Any Other Co-Occurring Substance Abuse or Developmental Disability Treatment Needs in Out-of-Home Care Placements
- CFOP 155-11 Title XXI Behavioral Health Network
- CFOP 155-47 Processing Referrals From The Department Of Corrections
- CFOP 215-6 Incident Reporting and Analysis System (IRAS)

**A1-4.2 Standards applicable to Cost Principles, Audits, Financial Assistance and Administrative Requirements**

- S. 215.425, F.S. Extra Compensation Claims prohibited; bonuses; severance pay
- S. 215.97, F.S. Florida Single Audit Act
- S. 215.971, F.S. Agreements funded with federal or state assistance
- Ch. 69I-42, F.A.C. Travel Expenses
- Ch. 69I-5, F.A.C. State Financial Assistance
- CFO's Memorandum No. 01  
Contract and Grant Reviews and Related Payment Processing Requirements
- CFO's Memorandum No. 02  
Reference Guide for State Expenditures
- Comptroller's Memorandum No. 04

Guidance on all Contractual Service Agreements Pursuant to Section 215.971, Florida Statutes

CFO's Memorandum No. 20

Compliance Requirements for Agreements

2 CFR, Part 180

Office of Management and Budget Guidelines to Agencies on Government Wide Debarment and Suspension (Non-procurement),

2 CFR, Part 200

Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, available at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200><https://federalregister.gov/a/2013-30465>

2 CFR, Part 300

Department of Health and Human Services - Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Adoption of 2 CFR Part 200

45 CFR, Part 75

Uniform Administration Requirements, Cost Principles, and Audit Requirements for HHS Awards

**A1-4.3 Data Collection and Reporting Requirements**

S. 394.74(3)(e), F.S.

Data Submission

S. 394.9082, F.S.

Behavioral health managing entities

S. 394.77, F.S.

Uniform management information, accounting, and reporting systems for providers

S. 397.321(3)(c), F.S.

Data collection and dissemination system

DCF PAM 155-2

Mental Health and Substance Abuse Measurement and Data

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**EXHIBIT B - SCOPE OF WORK****B-1 SCOPE OF SERVICE**

**B-1.1** This is a three-year Grant Agreement, pursuant to the authority under s. 394.656, F.S. The Grantee, Pinellas County seeks to implement the Complex Case Reintegration Program (CCRP) for justice-involved adults with substance use or co-occurring mental health needs, with an emphasis on treatment for individuals with histories of opioid use. Pinellas County shall implement the CCRP project, hereinafter referred to as "the Program" in partnership with WestCare GulfCoast-Florida, Inc., and the Pinellas Ex-Offender Reentry Coalition (PERC).

**B-1.2** The Grantee shall conduct all activities supported by this Grant Agreement in accordance with the Grantee's Application, dated March 4, 2021, and response to the Conditional Award request for additional information dated November 18, 2021, in response to the Department's Request for Applications (DCF RFA 2021 001). Both the Grantee's Application and the Department's Request for Applications are hereby incorporated by reference and shall be maintained in the Grantee's and the Department's official files.

**B-2 MAJOR CONTRACT GOALS**

The primary goal of this Grant Agreement is to increase public safety; avert increased justice system spending; and increase access to effective, evidence-based community treatment services and resources for adults with serious mental illness (SMI) or co-occurring substance use disorders (SUD), who are involved in or at risk of becoming involved in the justice system. The major objectives of this Grant Agreement which contribute to the goal are to:

- B-2.1** Implement the CJMHSA services and diversion initiatives described in the Grantee's Application.
- B-2.2** Create and encourage collaboration among key stakeholders identified in the Grantee's Application.
- B-2.3** Engage in training opportunities that support diversion activities.

**B-3 SERVICE AREA/LOCATIONS/TIMES****B-3.1 Service Area**

The Grantee shall provide services within Pinellas County.

**B-3.2 Service Delivery Location**

**B-3.2.1** Services shall be delivered at:

**B-3.2.1.1** Pinellas Ex-Offender Reentry Coalition  
12810 US Hwy 19 N #1, Clearwater, Florida 33764

**B-3.2.1.2** WestCare  
8800 49th Street N #402, Pinellas Park, FL 33702

**B-3.3 Service Times**

Services shall be available and provided between the hours of 8:00 am through 5:00 pm, Monday through Friday, excluding state holidays. Changes in service times and any additional holidays that the Grantee wants to observe shall be approved in writing by the Department.

**B-3.4 Program Year**

For the purposes of this Grant Agreement, the Program Years are defined as:

**B-3.4.1** Program Year 1: 3/1/2022 – 2/28/2023

**B-3.4.2** Program Year 2: 3/1/2023 – 2/28/2024

**B-3.4.3** Program Year 3: 3/1/2024 – 2/28/2025

**B-4 CLIENTS TO BE SERVED**

The Grantee shall serve adults with serious mental illness or co-occurring substance use disorders who:

- B-4.1** Have had two or more arrests within the past 12 months; or
- B-4.2** Have had long term stay in jail of 20 days or more within the past 6 months; and

**B-4.3** Have increased risk of arrest due to multiple referral sources, gaps, or disengagement in services; or

**B-4.4** Have 3 or more Baker or Marchman Act admissions within the past 6 months.

**B-5** CLIENT ELIGIBILITY

The Grantee is responsible for assessing the eligibility of each person served under this Grant Agreement. The Grantee may assign this responsibility to a subgrantee.

**B-6** EQUIPMENT

The Grantee may utilize funding provided under this Grant Agreement to purchase equipment necessary to perform and complete the services described herein in accordance with the Department approved budget.

**B-7** CONTRACT LIMITS

The terms of the Grantee's Application may not be changed without specific advance written approval by the Department.

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## EXHIBIT C - TASK LIST

The Provider shall perform all functions necessary for the proper delivery of services including, but not limited to, the following:

### **C-1 SERVICE TASKS**

**C-1.1** To support the objective in **Section B-2.1**, the Grantee shall:

**C-1.1.1** Establish legally binding agreements with all participating entities specified in **Section C-2.3** to provide the array of services detailed in **Exhibit C1**.

**C-1.1.2** Provide directly or by agreement a data collection system to track individuals during their involvement with the Program and one year after discharge. Information to be tracked includes, but is not limited to, dates of program enrollment and discharge; client's id number; information regarding arrests, housing, receipt of benefits, and employment.

**C-1.1.3** Hire and train staff specified in **Section C-2.1**.

**C-1.2** To support the objective in **Section B-2.2**, the Grantee shall collaborate with key stakeholders to implement and provide ongoing oversight of the Program. To achieve this outcome, the Grantee shall participate in planning council or committee meetings regularly to assess progress toward goals and review attainment of performance measures and completion of timelines associated with the CJMHSAs grant program and make necessary adjustments to implementation as needed.

**C-1.3** To support the objective in **Section B-2.3**, the Grantee shall identify training needs, align needs with training opportunities, and facilitate access to necessary trainings for staff.

### **C-2 ADMINISTRATIVE TASKS**

#### **C-2.1 Staffing**

**C-2.1.1** The Grantee shall maintain the following staff directly or through subcontract or local matching funds, as detailed in the Grantee's Application:

**C-2.1.1.1** 0.15 FTE Grant Administrator;

**C-2.1.1.2** 1.00 FTE Program Manager (sub-contract);

**C-2.1.1.3** 2.00 FTE Case Managers (sub-contract);

**C-2.1.1.4** 2.00 FTE Mental Health Counselors (sub-contract);

**C-2.1.1.5** 0.10 FTE Clinical Director of Mental Health Services (sub-contract);

**C-2.1.1.6** 0.05 FTE Behavioral Health Data Scientist (in-kind);

**C-2.1.1.7** 0.45 FTE Executive Director/Management (in-kind); and

**C-2.1.1.8** 0.30 FTE Vice President/ Management (in-kind)

#### **C-2.2 Professional Qualifications**

The Grantee shall ensure all Program staff assigned by its subcontractor or sub-grantee maintain all applicable minimum licensing, accreditation, training, and continuing education requirements required by state and federal laws or regulations for their assigned duties and responsibilities.

#### **C-2.3 Subcontracting**

Subject to the provisions of **Section 4.3**, the Grantee shall subcontract with or issue a sub-grant or other binding agreement to the following entities for the provision of services as detailed in the Grantee's Application:

**C-2.3.1** WestCare GulfCoast-Florida, Inc; and

**C-2.3.2** Pinellas Ex-Offender Reentry Coalition.

#### **C-2.4 Technical Assistance Requirements**

Pursuant to s. 394.659, F.S., the Criminal Justice, Mental Health, and Substance Abuse Technical Assistance Center (TAC) at the Louis de la Parte Florida Mental Health Institute at the University of South Florida provides technical assistance, information dissemination, and systemic impact monitoring of all CJMHSAs Grant Program awards. To collaborate with the TAC the Grantee shall:

**C-2.4.1** Provide primary contact information for the Grantee and each of its subgrantee award partners to the TAC within ten business days after execution of this Grant Agreement.

**C-2.4.2** Participate in an annual county level technical assistance needs assessments conducted by the TAC at the beginning of each fiscal year.

**C-2.4.3** Participate in two on-site technical assistance visits conducted by the TAC within a three-year period.

**C-2.4.4** Participate in program-wide conference calls scheduled by the TAC for all Grantees under the CJMHS A Program.

**C-2.4.5** Provide data and other information requested by the TAC to enable the TAC to perform statutory duties established in the authorizing legislation.

## **C-2.5 Records and Documentation**

**C-2.5.1** Unless otherwise specified in **Section C-2.6**, all correspondence, reports, records and documentation may be maintained and provided to the Department electronically.

**C-2.5.2** The Grantee shall maintain, and shall ensure all subcontractors and subgrantees maintain records and documentation including, but not limited to, the following:

**C-2.5.2.1** Draft reports, final reports, meeting notes, telephone logs.

**C-2.5.2.2** Executed subcontract or sub-grant agreements and any amendments, invoices and supporting documentation, expenditure reports, and deliverables.

**C-2.5.2.3** Documentation of time worked for each staff paid in whole or in part with these Grant Agreement funds.

**C-2.5.2.4** Travel logs and requests for reimbursement for staff travel.

**C-2.5.2.5** Employment screening results for each staff who meets the requirements to be screened for employment.

## **C-2.6 Source Documentation**

The Grantee shall submit the following source documentation of the tasks under **Section C-1**, and performance measures under **Section E-1**, with the Quarterly Program Status Report required under **Section C-1.4**.

**C-2.6.1** For the tasks specified in **Section C-1.1**, the Grantee shall submit:

**C-2.6.1.1** A copy of all legally binding agreements.

**C-2.6.1.2** A copy of the electronic Quarterly Data Report.

**C-2.6.1.3** Documentation of hire, training, and the credentials of staff specified in **Section C-2.1**.

**C-2.6.2** For the task specified in **Section C-1.2**, a copy of meeting materials; including at minimum the agenda, meeting minutes, and any handouts documenting the Grantee's participation in Planning Council meetings.

**C-2.6.3** For the task specified in **Section C-1.3**, documentation of training; including at minimum, a list of proposed trainings annually, participant lists or certificates of completion, and training evaluations.

**C-2.6.4** For the Performance Measures specified in **Sections E-1.1**, the Grantee shall submit a Quarterly Performance Measure Report and sufficient data tracking on the Quarterly Data Report of each Program participant's arrests, housing, employment, benefits, and mental health and substance use treatment status to validate the measures.

## **C-2.7 Reports**

**C-2.7.1** The Grantee shall document all tasks and activities under this Grant Agreement in the following reports, using templates to be provided by the Department, submitted in accordance with the reporting schedule in **Table 1**.

### **C-2.7.1.1 Quarterly Program Status Report**

A detailed report of the services and activities performed in the previous three months and the progress of the program in meeting the performance measures, goals, objectives, and tasks described in the Grantee's Application.



**C-2.7.1.2 Quarterly Financial Report**

A detailed cumulative report of Program expenses submitted every quarter of service provision. The Financial Report is used to track all expenses associated with the grant and reconcile these expenditures with the payments made by the Department. The Financial Report tracks grant award-funded and county match-funded expenses.

The Quarterly Financial Report must be signed and certified by an authorized representative attesting the Financial Report represents a complete and accurate account of all expenses supported by the Program award and statutory match obligations.

**C-2.7.1.3 Final Program Status Report**

A detailed report of the services and activities performed for the entire award period and the status of the Program in meeting the performance measures, goals, objectives, and tasks described in the Application. The Board of County Commissioners shall approve the final report before submission to the Department.

**C-2.7.1.4 Final Financial Report**

A detailed report of Program expenses for the entire award period documenting expenditure of grant funds and compliance with the statutory match requirement. The Final Financial Report must be signed and certified by an authorized representative attesting the Financial Report represents a complete and accurate account of all expenses supported by the Program award and statutory match obligations. The Board of County Commissioners shall approve the final report before submission to the Department.

**C-2.7.2 Additional Reporting Requirements**

The Grantee shall provide additional reporting pertaining to the services and activities rendered should the Department determine this to be necessary.

**C-2.7.3 Reporting Schedule**

The Grantee shall submit reports, in accordance with the reporting schedule in **Table 1**, to the Contract Manager specified in **Section 1.2.4**.

<b>Table 1 - Reporting Schedule</b>		
<b>Report Title</b>	<b>Report Due Date(s)</b>	<b># of Copies</b>
Quarterly Program Status Report	15th day of the month following the quarter of program services or activities	1 electronic copy
Quarterly Financial Report	15th day of the month following the quarter of program services or activities	1 electronic copy
Final Program Status Report	No later than 60 days following the ending date of the Grant Agreement.	1 electronic copy
Final Financial Report	No later than 60 days following the ending date of the Grant Agreement.	1 electronic copy

**C-3. STANDARD CONTRACT REQUIREMENTS**

The Provider shall perform all acts required by Sections 4, 5, 7, 8 and 9 of the Standard Contract.

## EXHIBIT C1 – ARRAY OF SERVICES

The Grantee shall implement the “CCRP” Program, which will provide services to eligible individuals pursuant to **Section B-4** and provide in-reach into the jail and the Safe Harbor homeless shelter to identify individuals re-entering the community who may be eligible for services. Individuals enrolled in the Program will receive intensive case management, to include treatment and support services, as well as referrals to external resources as appropriate.

### **C1-1 Screening**

The Grantee’s implementing partners PERC and WestCare shall meet with potential Program participants for screening and assessment to determine risks, needs, and commitment to receiving assistance. The results will be used to create individualized treatment and case management plans for each participant.

### **C1-2 Care Coordination**

The Grantee shall implement a CCRP Team, which shall include at minimum a Licensed Mental Health Counselor and Case Manager. Each Program participant shall be linked to services, including the following as needed, in compliance with the provision of Ch. 65E-14, F.A.C:

- C1-2.1** Benefit services;
- C1-2.2** Case management;
- C1-2.3** Co-Occurring Residential Treatment;
- C1-2.4** Employment;
- C1-2.5** Housing supports;
- C1-2.6** Medication- Assisted Treatment;
- C1-2.7** Outpatient Services;
- C1-2.8** Peer Support;
- C1-2.9** Psychiatric Services; and
- C1-2.10** Transportation.

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**EXHIBIT D – DELIVERABLES****D-1 SERVICE UNITS**

A service unit is one quarter, three calendar months, of bundled Program services specified in **Exhibits C** and **C1**, provided to the minimum number of individuals specified in **Section D-4.1**, in the manner described in the Grantee's Application.

**D-2 SERVICE TARGETS**

The Grantee shall provide Program services to the target number of adults specified in **Table 2**.

<b>Table 2 - Service Targets</b>					
<b>Unduplicated # Enrolled</b>	<b>Program Year</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>Program Lifetime</b>
	<b>Annual Target</b>	<b>3/1/22 - 2/28/23</b> (Enrollment following 90-day start up)	<b>3/1/23 - 2/28/24</b>	<b>3/1/24 – 2/28/25</b>	<b>3/1/22 – 2/28/25</b>
		<b>25</b>	<b>40</b>	<b>40</b>	<b>105</b>
	<b>Minimum Acceptable Performance</b>	20	32	32	84

**D-3 DELIVERABLES**

The Grantee shall demonstrate satisfactory progress towards each service target in **Section D-2**, through submission and Department approval and Department approval of the Quarterly Data Report, Program Status Report, Financial Report, and source documents specified in **Section C-2.6** through **C-2.7**.

**D-4 PERFORMANCE MEASURES FOR ACCEPTANCE OF DELIVERABLES**

**D-4.1** During each Program year, satisfactory progress toward the service targets specified in **Sections D-2** shall be demonstrated by services to at least:

**D-4.1.1** 15% of the Program Year target by the end of the first quarter.

**D-4.1.2** 40% of the Program Year target by the end of the second quarter.

**D-4.1.3** 60% of the Program Year target by the end of the third quarter.

**D-4.1.4** 80% of the Program Year target by the end of the fourth quarter.

**D-4.2** In the event the Grantee fails to achieve the measures in **Sections D-4** or **E-1**, the Department shall apply the provisions of **Section F-3**.

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## EXHIBIT E – MINIMUM PERFORMANCE MEASURES

### E-1 MINIMUM PERFORMANCE MEASURES

The following minimum qualitative performance measures are established pursuant to **Section 2.4.2** and shall be maintained during the term of this Grant Agreement.

- E-1.1 20% or less of Program participants shall be arrested while enrolled in the Program.
- E-1.2 50% or less of Program participants who successfully complete the Program shall be arrested within six months of Program discharge.
- E-1.3 25% of Program participants not residing in a stable housing environment at Program admission shall reside in a stable housing environment within 90 days of Program admission.
- E-1.4 25% of Program participants who successfully complete the Program shall reside in a stable housing environment 6 months following Program discharge.
- E-1.5 25% of Program participants who are eligible but not employed at Program admission shall be employed full or part time within 6 months of Program admission.
- E-1.6 80% of Program participants shall be assisted by the grantee in obtaining social security or other benefits for which they may be eligible but were not receiving at Program admission.
- E-1.7 80% of Program participants successfully completing program services will exhibit stabilization or reduction in a minimum of two American Society of Addiction Medicine (ASAM) dimensions.
- E-1.8 50% of Program participants shall successfully complete.

### E-2 PERFORMANCE EVALUATION METHODOLOGY

The Department will monitor the Grantee's performance in achieving the standards in **Section E-1**, according to the following methodology. Employment, housing, and after discharge measures apply to all persons who completing services successfully under this Program.

- E-2.1 For the measure in **Section E-1.1**, the total number of Program participants arrested while enrolled in the Program DIVIDED BY the total number of Program participants shall be LESS THAN OR EQUAL TO 20%.
- E-2.2 For the measure in **Section E-1.2**, the total number of Program participants who successfully complete the Program who are arrested within six months of Program discharge DIVIDED BY the total number of Program participants who successfully complete the Program shall be LESS THAN OR EQUAL TO 50%.
- E-2.3 For the measure in **Section E-1.3**, the total number of Program participants who were not residing in a stable housing environment at Program admission who reside in a stable housing environment within 90 days of Program admission DIVIDED BY the total number of Program participants not residing in a stable housing environment at Program admission shall be GREATER THAN OR EQUAL TO 25%.
- E-2.4 For the measure in **Section E-1.4**, the total number of Program participants who successfully complete the Program and reside in a stable housing environment 6 months following Program discharge DIVIDED BY the total number of Program participants who successfully complete the Program shall be GREATER THAN OR EQUAL TO 25%.
- E-2.5 For the measure in **Section E-1.6**, the total number of Program participants assisted by the grantee in obtaining social security or other benefits for which they may be eligible but were not receiving at Program admission DIVIDED BY the total number of Program participants who were eligible but were not receiving all benefits at Program admission shall be GREATER THAN OR EQUAL TO 80%.
- E-2.6 For the measure in **Section E-1.7**, the total number of Program participants diverted from a state mental health treatment facility or its equivalent DIVIDED BY the total number of Program participants who at admission were diverted from involuntary treatment or "Baker Act", or who have had multiple prior admissions to CSUs shall be GREATER THAN OR EQUAL TO 5%.
- E-2.7 For the measure in **Section E-1.8**, the total number of Program participants successfully completing program services who exhibit stabilization or reduction in a minimum of two ASAM dimensions DIVIDED BY the total number of Program participants who successfully complete the Program shall be GREATER THAN OR EQUAL TO 80%.
- E-2.8 For the measure in **Section E-1.9**, the total number of Program participants who successfully complete the Program DIVIDED BY the total number of Program participants who complete the Program shall be GREATER THAN OR EQUAL TO 50%.

**EXHIBIT F - METHOD OF PAYMENT****F-1 PAYMENT METHODOLOGY**

**F-1.1** This is a fixed price, fixed fee Grant Agreement. The Department will pay the Grantee a fixed fee of \$100,000.00 per service unit for services provided in accordance with the terms and conditions of this Grant Agreement, subject to the availability of funds.

**F-1.2** Table 3 specifies the schedule of payments for the lifetime of this Grant Agreement.

<b>Table 3. Schedule of Payments</b>						
<b>Program Year Payments</b>			<b>State Fiscal Year Allocation</b>			
<b>Service Period</b>	<b>Invoice Due Date</b>	<b>Fixed Payment Amount</b>	<b>FY21-22</b>	<b>FY22-23</b>	<b>FY23-24</b>	<b>FY24-25</b>
03/01/22 – 05/31/22	06/15/22	\$100,000.00	\$ 100,000.00			
06/01/22 – 08/31/22	09/15/22	\$100,000.00	\$ 33,333.00	\$ 66,667.00		
09/01/22 – 11/30/22	12/15/22	\$100,000.00		\$ 100,000.00		
12/01/22 – 02/28/23	03/15/23	\$100,000.00		\$ 100,000.00		
<b>Program Year 1 Total:</b>		<b>\$400,000.00</b>				
03/01/23 – 05/31/23	06/15/23	\$100,000.00		\$ 100,000.00		
06/01/23 – 08/31/23	09/15/23	\$100,000.00		\$ 33,333.00	\$ 66,667.00	
09/01/23 – 11/30/23	12/15/23	\$100,000.00			\$ 100,000.00	
12/01/23 – 02/28/24	03/15/24	\$100,000.00			\$ 100,000.00	
<b>Program Year 2 Total:</b>		<b>\$400,000.00</b>				
03/01/24 – 05/31/24	06/15/24	\$100,000.00			\$ 100,000.00	
06/01/24 – 08/31/24	09/15/24	\$100,000.00			\$ 33,333.00	\$ 66,667.00
09/01/24 – 11/30/24	12/15/24	\$100,000.00				\$ 100,000.00
12/01/24 – 02/28/25	03/15/25	\$100,000.00				\$ 100,000.00
<b>Program Year 3 Total:</b>		<b>\$400,000.00</b>				
<b>Total Program Amount:</b>		<b>\$1,200,000.00</b>	<b>\$ 133,333.00</b>	<b>\$ 400,000.00</b>	<b>\$ 400,000.00</b>	<b>\$ 266,667.00</b>

**F-2 INVOICE REQUIREMENTS**

**F-2.1** The Grantee shall request payment on a quarterly basis through submission of a properly completed and signed invoice using the template in **Exhibit F1**. Invoices and all supporting documentation are due no later than the 15th day of the month following each quarter of service provision.

**F-2.2** The Department shall approve quarterly invoices following receipt of documentation of compliance with the provisions of **Sections D-4 and E-1**.

**F-2.3** The Grantee shall submit a final invoice for payment no later than 90 days after the expiration of this Grant Agreement or after this Grant Agreement is terminated. Failure to do so will result in a forfeiture of all right to payment and the Department shall not honor any requests submitted after the aforesaid time. Any payment due under the terms of this Grant Agreement may be withheld until the Final Program Status Report and Final Financial Report are submitted and have been approved by the Department.

**F-3 FINANCIAL CONSEQUENCES**

**F-3.1** If the Grantee does not meet a performance measure specified in **Sections D-4 or E-1**, the Department will reduce the payment due for that quarter by 1% percent of the invoice amount for each measure missed, up to a maximum reduction of 5% percent in any quarter.

**F-3.2** In the event of an invoice reduction under **Section F-3.1**, if the Grantee subsequently achieves the measure during the same Program year, the Grantee may submit a supplemental invoice, demonstrating the measure has been attained and requesting payment of the reduced portion of the original invoice.

**F-3.3** If the Grantee does not meet the same measure for three or more consecutive quarters, the Department shall apply the provisions of **Section 6.1**. Corrective active plans required under **Section 6.1**, may result in a reduction to future funding under this Grant Agreement, at the Department's sole discretion.

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## EXHIBIT F1 – QUARTERLY INVOICE

QUARTERLY INVOICE					
<b>Grantee Name</b>				<b>Grant Agreement No.</b>	LH834
<b>Address</b>				<b>Invoice No.</b>	
<b>Service Period</b>	<b>From:</b>		<b>To:</b>		<b>Federal ID #</b>
<b>Service Unit Description</b>		<b># of Units</b>	<b>Rate</b>	<b>Amount Requested</b>	
One quarter, or three calendar months of bundled Program services specified in Exhibits C and C1		1	\$100,000.00		
<b>Submit a fully completed Quarterly Program Status Report and Quarterly Financial Report as supporting documentation for the above services.</b>					
<b>Total Grant Agreement Amount</b>					
<b>Total Amount of Previous Payments</b>					
<b>Amount Requested This Invoice</b>					
<b>Grant Agreement Balance After This Payment</b>					

CERTIFICATION & APPROVAL	
I certify the above to be accurate and in agreement with this agency's records and with the terms of this agency's Grant Agreement with the Department. Additionally, I certify that the reports accompanying this invoice are a true and correct reflection of this period's activities, as stipulated by the Grant Agreement.	
<b>Authorized Name (Print)</b>	<b>Title</b>
<b>Authorized Signature</b>	<b>Date Submitted</b>

DCF CONTRACT MANAGER USE ONLY:		
<b>Date Invoice Received:</b>		
<b>Date Goods/Services Received:</b>		
<b>Date Inspected and Approved:</b>		
<b>Financial Consequences Applied?</b>	<b>Description:</b>	
	<b>Reduction Amount:</b>	
<b>Yes ____ No ____</b>	<b>Approved Payment Amount:</b>	
<b>Approved By:</b>		
<b>Payment Funding Codes:</b>		

## ATTACHMENT 1

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

### A. MONITORING

In addition to reviews of audits conducted in accordance with 2 Code of Federal Regulations (CFR) §§ 200.500- 200.521 and § 215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by Department staff, agreed-upon procedures engagements as described in 2 CFR § 200.425 or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's inspector general, the state's Chief Financial Officer or the Auditor General.

### B. AUDITS

#### **PART I: FEDERAL REQUIREMENTS**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §§ 200.500-200.521.

In the event the recipient expends \$750,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$750,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

#### **PART II: STATE REQUIREMENTS**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends \$500,000 or more (\$750,000 or more for fiscal years beginning on or after July 1, 2016) in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 (less than \$750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract.



All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

### **PART III: REPORT SUBMISSION**

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 (federal) or 45 (State) days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

- C. Contract manager for this contract (1 copy)
- D. Department of Children & Families (1 electronic copy and management letter, if issued)
  - Office of the Inspector General
  - Single Audit Unit
  - The Centre, Suite 400-I
  - 2415 Monroe Street
  - Tallahassee, Florida 32303
  - Email address: [HQW.IG.Single.Audit@myffamilies.com](mailto:HQW.IG.Single.Audit@myffamilies.com)

E. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

<https://harvester.census.gov/facweb/>

and other Federal agencies and pass-through entities in accordance with 2 CFR § 200.512.

F. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450  
Email address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

Providers, when submitting audit report packages to the Department for audits done in accordance with 2 CFR §§ 200.500-200.521, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

### **PART IV: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the Department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.

## ATTACHMENT 2

This Attachment contains the terms and conditions governing the Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

### Section 1. Definitions

#### 1.1 Catch-all definitions:

The following terms used in this Attachment 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, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

#### 1.2 Specific definitions:

- 1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and for purposes of this Attachment shall specifically refer to the Provider.
- 1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and for purposes of this Attachment shall refer to the Department.
- 1.2.3 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 1.2.4 "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR § 160.103 and is defined as an individual to whom a business associate delegates a function, activity, service, other than in the capacity of a member of the workforce of such business associate.

### Section 2. Obligations and Activities of Business Associate

#### 2.1 Business Associate agrees to:

- 2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;
- 2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;
- 2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR §§ 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;
- 2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment 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;
- 2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;
- 2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
- 2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;

- 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 30 days following the determination of any potential breach of personal or confidential departmental data as provided in section 501.171, F.S.;
- 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
- 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department;
- 2.1.11 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. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR § 164.532(d);
- 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.524;
- 2.1.13 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;
- 2.1.14 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;
- 2.1.15 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); and
- 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

### **Section 3. Permitted Uses and Disclosures by Business Associate**

- 3.1 The Business associate may only use or disclose protected health information covered under this Attachment as listed below:
  - 3.1.1 The Business Associate may use and disclose the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.
  - 3.1.2 The Business Associate may use the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.
  - 3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.
  - 3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.
  - 3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a

Business Associate of such covered entities for the purpose of providing the Department of Children and Families with data analyses relating to the health care operations of the Department (as defined in 45 C.F.R. § 164.501).

- 3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).
- 3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.

#### **Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

- 4.1 Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR § 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- 4.2 Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- 4.3 Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

#### **Section 5. Termination**

##### **5.1 Termination for Cause**

- 5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:
  - 5.1.1.2 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department of Children and Families;
  - 5.1.1.3 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or
  - 5.1.1.4 If neither termination nor cure is feasible, the Department shall report the violation to the Secretary of the Department of Health and Human Services.

##### **5.2 Obligations of Business Associate Upon Termination**

- 5.2.1 Upon termination of this Attachment for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:
  - 5.1.1.5 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - 5.1.1.6 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the Business Associate still maintains in any form;
  - 5.1.1.7 Continue to 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 the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
  - 5.1.1.8 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
  - 5.1.1.9 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by business associate when it is no longer

needed by business associate for its proper management and administration or to carry out its legal responsibilities.

5.1.1.10 The obligations of business associate under this Section shall survive the termination of this Attachment.

**Section 6. Miscellaneous**

- 6.1.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.
- 6.1.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.1.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.

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**ATTACHMENT 3**  
**CERTIFICATION REGARDING LOBBYING**  
**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: Charlie Justice

Date: March 8, 2022

Application or Contract ID Number: LH834

Name of Authorized Individual Application or Contractor: Charlie Justice, Chair, Pinellas Board of County Commissioners

Address of Organization: Pinellas County dba Board of County Commissioners, c/o Office of Management and Budget

14 South Fort Harrison Ave. - 5th Floor, Clearwater, FL 33756



APPROVED AS TO FORM  
By: Matthew Tolnay  
Office of the County Attorney

**APPENDIX D**  
**CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS**

This solicitation is either fully or partially grant-funded. In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all contracts awarded to the qualified bidder are subject to the following provisions, as applicable to the services provided.

**Equal Employment Opportunity:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

If this contract meets the definition of a “federally assisted construction contract”, during the performance of this contract, the Contractor agrees as follows:

- (1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant with another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not

otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and with the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

**Davis-Bacon Act** as amended (40 U.S.C. 3141-3148): When required by federal program legislation, for all prime construction contracts awarded in excess of \$2,000, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. If the applicable grant award contains Davis-Bacon provisions, the County will place a copy of



the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination [Appendix II to 2 CFR Part 200].

**Copeland Anti Kick Back Act:** If Davis-Bacon is applicable, CONTRACTOR shall also comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled [Appendix II to 2 CFR Part 200].

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence [Appendix II to 2 CFR Part 200].

**Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency [Appendix II to 2 CFR Part 200].

**Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387):** As amended—The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) [Appendix II to 2 CFR Part 200].

**Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and

Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, the CONTRACTOR must verify that none of their subcontractors (for contracts expected to equal or exceed \$25,000), appear on the federal government’s Excluded Parties List. The Excluded Parties List is accessible at <https://uscontractorregistration.com/> [Appendix II to 2 CFR Part 200].

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** CONTRACTORS that apply or bid for an award **exceeding \$100,000** must submit a completed “Disclosure of Lobbying Activities” [Form SF-LLL]. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with *non-federal funds* that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. [Appendix II to 2 CFR Part 200]. **The bidder shall complete Form SF-LLL and submit with bid. Bidders may be deemed non-responsive for failure to submit this certification.**

**Conflict of Interest** [2 CFR §200.112]: The CONTRACTOR must disclose in writing any potential conflict of interest to the Federal awarding agency or COUNTY in accordance with applicable Federal awarding agency policy.

**Mandatory Disclosures** [2 CFR §200.113]: The CONTRACTOR must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment.

**Protected Personally Identifiable Information (Protected PII)** [CFR §200.303(e)]: The CONTRACTOR must take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or COUNTY designates as sensitive or the County considers sensitive consistent with other applicable federal, state, and local laws regarding privacy and obligations of confidentiality. Per CFR § 200.82, Protected PII means an individual's first name or first initial and last name in combination with any one or more types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, and/or educational transcripts. This does not include PII that is required by law to be disclosed.

**Prohibition on utilization of time and material type contracts** [2 CFR §200.318 (j) (1)]: The COUNTY will not award contracts based on a time and material basis if the contract contains federal funding.

**Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms** [2 CFR § 200.321]: If using subcontractors, the CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(5) Affirmative Action Requirements per 41 CFR60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of \$10,000): Goals and timetables for minority and female utilization may be set which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities

**Procurement of Recovered Materials** [2 CFR §200.322]: CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Prohibition on utilization of cost plus a percentage of cost contracts** [2 CFR §200.323 (d)]: The COUNTY will not award contracts containing federal funding on a cost plus percentage of cost basis.


**Retention of Records** [2 CFR 200.333]: Financial records, supporting documents, statistical records, and all other records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or invoice.

**Access to Records** [2 CFR 200 § 200.336]: The County, Pass-through agency or Federal awarding agency must have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the Contractor in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the recipient purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB  
4040-0013

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input checked="" type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input checked="" type="checkbox"/> SubAwardee Tier if known: <input type="checkbox"/> * Name <b>Pinellas Ex Offender Re Entry Coalition</b> * Street 1 <b>12810 US HWY 19 N</b> Street 2 <input type="text"/> * City <b>Clearwater</b> State <b>FL</b> Zip <b>33764</b> Congressional District, if known: <input type="text"/>		
<b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b> * Name <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/> Congressional District, if known: <input type="text"/>		
<b>6. * Federal Department/Agency:</b> <input type="text"/>	<b>7. * Federal Program Name/Description:</b> <input type="text"/> CFDA Number, if applicable: <input type="text"/>	
<b>8. Federal Action Number, if known:</b> <input type="text"/>	<b>9. Award Amount, if known:</b> \$ <input type="text"/>	
<b>10. a. Name and Address of Lobbying Registrant:</b> Prefix <input type="text"/> * First Name <b>Michael</b> Middle Name <input type="text"/> * Last Name <b>Jalazo</b> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
<b>b. Individual Performing Services</b> (including address if different from No. 10a) Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature:  * Name: Prefix <input type="text"/> * First Name <b>Michael</b> Middle Name <input type="text"/> * Last Name <b>Jalazo</b> Suffix <input type="text"/> Title: <input type="text"/> Telephone No.: <input type="text"/> Date: <b>04/13/2022</b>		
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

## Data Sharing Agreement

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

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

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

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

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

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

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

**Agreement Modification Request**  
Human Services and Justice Coordination

*For budget reallocation or minor agreement language modifications.*

<b>Authorized Official:</b>	<b>Date of Request:</b>
<b>Agency Name:</b>	<b>Effective Date:</b>
<b>Program Name:</b>	<b>Modification Number:</b>

**A. REQUESTED MODIFICATION:** Why is this change needed and what will be impacted by this change (staff, supplies, operations)? Please reference appropriate agreement section.

**B. BUDGET MODIFICATION:** Use chart as applicable and complete the Revised Annual Budget Form documenting the new revised budget.

Program Budget Category:	Original Contract Amount:	Amount Modified – Increase & Decrease	New Budget Amount:	Amount Expended as of Effective Date:	Modified Budget Balance:
Contract Total:					

<b>Agency Authorized Signature:</b>		<b>Date:</b>
<b>Name &amp; Title:</b>		

PINELLAS COUNTY HUMAN SERVICES – OFFICE USE ONLY		
<b>CONTRACT or PROGRAM MANAGER</b> certifies this modification is line with the Contract Scope and Budget:		<b>Date</b>
Approval <b>CONTRACTS DIVISION DIRECTOR</b>		<b>Date</b>
Approval <b>HUMAN SERVICES DEPARTMENT DIRECTOR</b>		<b>Date</b>

### **ATTACHMENT 3 INSURANCE REQUIREMENTS**

The following insurance requirements are included in this agreement:

The **AGENCY** shall obtain and maintain at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days of executed Agreement, the **AGENCY** shall provide the **COUNTY** with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).

No Services shall commence under this agreement unless and until the required Certificate(s) of Insurance are received and approved by the **COUNTY**. Approval by the **COUNTY** of any Certificate of Insurance does not constitute verification by the **COUNTY** that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. **COUNTY** reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the Agreement period.

If any insurance provided pursuant to the Agreement expires prior to the expiration of the Agreement, renewal Certificates of Insurance and endorsements shall be furnished by the **AGENCY** to the **COUNTY** at least thirty (30) days prior to the expiration date.



**AGENCY** shall also notify **COUNTY** within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said **AGENCY** from its insurer. Notice shall be given by certified mail to: Pinellas **COUNTY** Risk Management Department, 400 South Fort Harrison Ave., Clearwater, Florida 33756; and nothing contained herein shall absolve **AGENCY** of this requirement to provide notice.

Should the **AGENCY**, at any time, not maintain the insurance coverages required herein, the **COUNTY** may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the **COUNTY** and charge the **AGENCY** for such purchase. The **COUNTY** shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the **COUNTY** to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

The **COUNTY** reserves the right, but not the duty, to review and request a copy of the **AGENCY**'s most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

Each insurance policy shall include the following terms and/or conditions in the policy:

The Named Insured on the Certificate of Insurance must match the entity's name that is signing the Agreement.

Companies issuing the insurance policy, or policies, shall have no recourse against **COUNTY** for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of the **AGENCY**.

The term "**COUNTY**", or "Pinellas **COUNTY**" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of **COUNTY** and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas **COUNTY**.

The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by **COUNTY** or any such future coverage, or to **COUNTY's** Self-Insured Retentions of whatever nature.

All policies shall be written on a primary, non-contributory basis.

Any certificate of insurance evidencing coverage provided by a leasing company for either Workers Compensation or Commercial General Liability shall have a list of covered employees certified by the leasing company attached to the Certificate of Insurance. The **COUNTY** shall have the right, but not the obligation to determine that the **AGENCY** is only using employees named on such list to perform work for the **COUNTY**. Should employees not named be utilized by **AGENCY**, the **COUNTY**, at its option may stop work without penalty to the **COUNTY** until proof of coverage or removal of the employee by the **AGENCY** occurs, or alternatively find the **AGENCY** to be in default and take such other protective measures as necessary.

Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas **COUNTY** from the **AGENCY**.

The insurance requirements for this Agreement, which shall remain in effect throughout its duration, are as follows:

**(A) Workers' Compensation Insurance**

Limit Florida Statutory

Employers Liability Limits

Per Employee	\$500,000
Per Employee disease	\$500,000
Policy Limit Disease	\$500,000

**(B) Commercial General Liability Insurance** including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury. No exclusion for physical abuse or sexual molestation.

Limits

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

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

Limit

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

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

Limits

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

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

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

follows:

Limits

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

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