



BOARD OF COUNTY COMMISSIONERS

DATE: September 5, 2013

AGENDA ITEM NO. 6

Consent Agenda ☒

Regular Agenda ☐

**Public
Hearing** ☐

County Administrator's Signature

Subject:

Approval of Amendment Number One to the Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion in Pinellas County, Florida.

Department:

Health and Community Services

Staff Member Responsible:

Gwendolyn Warren, Executive Director

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS APPROVE AND EXECUTE AMENDMENT NUMBER ONE TO THE CONTRACTUAL SERVICES AGREEMENT FOR ADULT POST-ADJUDICATORY DRUG COURT EXPANSION IN PINELLAS COUNTY, FLORIDA.

I ALSO RECOMMEND THAT UPON EXECUTION OF THE AGREEMENT BY THE CHAIRMAN, THE CLERK BE AUTHORIZED TO ATTEST.

Summary Explanation/Background:

The purpose of this Amendment is to extend the continuation of Pinellas treatment services through June 30, 2014. A Contractual Services Agreement was entered into on June 27, 2013, so that the services could continue from July 1, 2013 to September 30, 2013. The State has authorized funding in the total amount of \$945,346.94, so that the program can continue to provide treatment services to non-violent adult felony offenders who are considered eligible to participate in the existing Drug Court Expansion Program. The Sixth Judicial Circuit will continue to determine participant eligibility in accordance with state law and number of participants based on available resources.

Fiscal Impact/Cost/Revenue Summary:

The Adult Post-Adjudicatory Drug Court Expansion Operation Program is being funded by the State Legislature for the period of July 1, 2013 through June 30, 2014, in the amount of \$945,346.94, and all expenditures will be reimbursed to the County.

Exhibits/Attachments Attached:

Contract Review Transmittal Slip
Amendment One
Contractual Services Agreement dated June 27, 2013

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT: Amendment One to June 27, 2013 Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion	
CONTRACT NO.:	ESTIMATED EXPENDITURE / REVENUE: \$945,346.94 (Circle or underline appropriate choice above.)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

OTHER SPECIFICS RELATING TO THE CONTRACT:

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
Originator: Tim Burns, Director Justice & Consumer Services	8/8/13	TB		
Risk Mgmt: Virginia Holscher <i>Revised 8/8/13</i>	8/8/13	VH	<i>Public Entity to Public Entity</i>	TB
Finance:** Cassandra Williams	8/12/13	CBW		
OMB:** Eric Naughton	8/13	EN		
Legal: Carl Brody	8/13/13	MW		
Assistant County Administrator or Executive Director: Gwendolyn Warren, Health and Community Services Executive Director	8/20/13			

Please return to Marie Kingsbury By **ASAP**.

All inquiries should be made to Marie Kingsbury Ext. 4-6459.

** See Contract Review Process

Amendment Number One to the June 27, 2013 Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion in Pinellas County, Florida

This is the first amendment to the “Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion Operations in Pinellas County, Florida” (Contractual Services Agreement) as signed on June 27, 2013. In mutual agreement between the Office of the State Courts Administrator (OSCA) and the Pinellas County Board of County Commissioners (Contractor), and pursuant to section XIX of the Contractual Services Agreement, the following amendments are made to the Contractual Services Agreement:

1. Section III. Deliverables is amended to read:

The Contractor will provide one month of fiscal services for twelve months and ensure that substance abuse treatment, drug testing, and ancillary services are available and provided to offenders entering the Expansion Program in Pinellas County as specified in Section II. Scope of Work.

2. Section IV. Compensation, paragraph A is amended to read:

The OSCA will provide the Contractor with a total of \$945,346.94 as reimbursement for the services provided for the Expansion Program, contingent on a final budget approved by the OSCA and available funding appropriated by the Florida Legislature for the Expansion Program.

3. Section VI. Contract Terms, paragraph B is amended to read:

This Agreement will terminate on June 30, 2014, unless extended upon written approval by both parties.

Amendment Number One to the June 27, 2013 Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion in Pinellas County, Florida

All other provisions of the Contractual Services Agreement signed on June 27, 2013 remain in force.

OFFICE OF THE STATE COURTS
ADMINISTRATOR

Elisabeth H. Goodner
State Courts Administrator

Date: _____

ATTEST:
KEN BURKE
Clerk of the Circuit Court

CONTRACTOR
PINELLAS COUNTY, a political subdivision of
the State of Florida, acting by and through its
Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Kenneth T. Welch, Chairman

Date: _____

APPROVED AS TO FORM
OFFICE OF THE COUNTY ATTORNEY

By: Michelle Wallace
County Attorney

**CONTRACTUAL SERVICES AGREEMENT
FOR ADULT POST-ADJUDICATORY
DRUG COURT EXPANSION OPERATIONS
IN PINELLAS COUNTY, FLORIDA**

This Agreement is made between the Office of the State Courts Administrator (OSCA) and the Pinellas County Board of County Commissioners (Contractor) for adult post-adjudicatory drug court expansion operations.

I. Purpose

The Florida Legislature has appropriated funds to ensure that the adult post-adjudicatory drug court (Expansion Program) in Pinellas County continues and services remain available for non-violent felony adult offenders deemed eligible to participate in the existing Expansion Program. The Sixth Judicial Circuit will continue to determine offender eligibility in accordance with state law and number of participants based on available resources.

II. Scope of Work

- A. The Contractor will provide or contract with service providers to provide licensed substance abuse treatment, drug testing, and ancillary services for adult offenders who would otherwise be incarcerated in state prison but are deemed eligible for the Expansion Program by the Sixth Judicial Circuit pursuant to state law. Offenders in the Expansion Program shall be provided with all needed services identified, contingent upon those services being available in the community. Services may include outpatient and residential treatment for substance abuse and mental health disorders for the offender pursuant to an evidence-based assessment conducted by the treatment provider to determine the most appropriate treatment modality. Treatment services may also include, but are not limited to, costs for assessments, case management, operating expenses, and educational materials for staff. Ancillary services for offenders may include, but are not limited to, bus passes, transitional housing, educational materials and services, and employment assistance.
- B. The OSCA will reimburse the Contractor for the services provided exclusively to offenders in the Expansion Program in Pinellas County in the Sixth Judicial Circuit and only for services provided during the term of this Agreement.
- C. The Contractor will provide the OSCA with an annual budget, in a format deemed appropriate by the OSCA, for the provision of services to the Expansion Program in Pinellas County in the Sixth Judicial Circuit.
- D. The Contractor must follow state and local competitive procurement guidelines prior to entering or awarding contracts for any service provider. The Contractor shall use their own procurement procedures which reflect state and local laws and regulations.
- E. The Contractor will require all service providers to report the amount of participant fees or co-pays collected from clients with the total number of clients who have paid such fees or co-pays on a quarterly or monthly basis. This information will be provided to the Sixth Judicial Circuit and the OSCA as requested.

- F. The Contractor shall submit monthly invoices to the OSCA as provided in Section V. of the Agreement.
- G. The Contractor must pay all service providers and other expenses prior to reporting those expenditures to the OSCA for reimbursement.
- H. The Contractor agrees to provide the OSCA with additional reports for auditing purposes as requested. Prior to submission to the OSCA, the Contractor agrees to submit the reports to the Sixth Judicial Circuit's trial court administrator for review before submission to the OSCA.

III. Deliverables

The Contractor will provide one month of fiscal services for three months and ensure that substance abuse treatment, drug testing, and ancillary services are available and provided to offenders entering the Expansion Program in Pinellas County as specified in Section II. Scope of Work.

IV. Compensation

- A. The OSCA will provide the Contractor with a total of \$236,336.74 as reimbursement for the services provided for the Expansion Program, contingent on a final budget approved by the OSCA and available funding appropriated by the Florida Legislature for the Expansion Program.
- B. All services funded under this Agreement must be specifically for offenders in the Expansion Program.
- C. Only those expenditures included in the approved budget referenced in Section IV. A. of this Agreement will be reimbursed. The Contractor shall not receive payments from the OSCA for services rendered prior to the execution date or after the termination of this Agreement.
- D. Costs incurred under this Agreement must not be allocated or included as a cost to any other financed program. Costs incurred under this Agreement must be necessary and reasonable for proper and efficient project administration and implementation and not a general expense to carry out the Contractor's existing responsibilities. Costs must be authorized by state or local laws and regulations that are in effect at the time the funds are awarded and must be treated consistently with policies, regulations, and procedures that apply uniformly to other Contractor activities.
- E. Any payment due under the terms of this Agreement may be withheld until the Contractor complies with the requirements of this Agreement, including submittal of all required documentation needed from the Contractor as provided in Section V. of the Agreement.
- F. Any changes needed to the approved budget must be submitted by the Contractor or the Sixth Judicial Circuit to the OSCA and approved by the OSCA prior to expenditures being reported and reimbursed by the OSCA.
- G. Changes to the approved budget may be approved by the OSCA contract manager without requiring an amendment to this Agreement, with the exception of approved increases to the total contract amount specified in Section IV. A. of this Agreement.

Costs within 10% of the unit cost included in the approved budget will not require a budget amendment.

V. Method of Payment

- A. The Contractor must submit monthly invoices to the Sixth Judicial Circuit's trial court administrator prior to submission to the OSCA. The circuit's trial court administrator or their designee shall review and sign each invoice prior to submission to the OSCA to certify that the costs are just, correct, and reasonable and contain no illegal item, similar to the obligation required of the trial court administrators under section 939.08, Florida Statutes.
- B. The Contractor shall submit monthly invoices to the OSCA by the 15th day of the following month for services provided and program expenditures paid by the Contractor for which reimbursement by the OSCA is requested. For example, an invoice for June services must be received by the OSCA by July 15.
- C. The invoice template included as Attachment A must be used and submitted to the OSCA in sufficient detail for proper pre-and post- audit purposes. All invoices must include the following documentation to support the indicated program expenditures: record of payment with payment date and check number; and a record of type of service or expense claimed to include an invoice with the number of units, cost per unit, total cost, and number of clients served, if applicable. Salaries and benefits claimed must include a payroll record with the number of hours paid, hourly rate, copies of all timesheets, and the number of clients served by each employee, if applicable.
- D. Payments to the Contractor will be made in accordance with the provisions of section 215.422, Florida Statutes.

VI. Contract Terms

- A. This Agreement shall be for a period beginning July 1, 2013 and become effective upon the full execution of this Agreement, on the date of the last signature.
- B. This Agreement will terminate on September 30, 2013, unless extended upon written approval by both parties.
- C. It is the intent of the OSCA to enter into an Agreement annually with the Contractor as funds are appropriated by the Florida Legislature to provide fiscal services and ensure that substance abuse treatment, drug testing, and ancillary services are available and provided to offenders entering the Expansion Program in Pinellas County.
- D. The OSCA's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature, the availability of funds appropriated by the government, and final spending approval from the Chief Justice of the Florida Supreme Court.
- E. If the funds become unavailable, the Contractor will have no further obligation to continue performing under this Agreement.
- F. The parties to this Agreement are bound by the General Contract Conditions for Services of the Florida State Court System, which can be found at http://www.flcourts.org/courts/crtadmin/general_contract_conditions.shtml and are incorporated herein as if fully recited in this Agreement. To the extent that any of those

terms or conditions are in conflict with this Agreement, the terms and conditions of this Agreement shall prevail.

- G. The parties to this Agreement are bound by applicable state, local laws, codes, regulations, rules, and orders.

VII. Termination

- A. The OSCA may terminate this Agreement in the event funding becomes unavailable upon written notice to the Contractor.
- B. The OSCA may terminate the Agreement upon thirty (30) days written notice if the Contractor fails to abide by any of the terms or conditions of the Agreement or if the Contractor fails to maintain adequate progress, thus endangering performance of the Expansion Program.
- C. The Contractor shall have fifteen (15) days after receiving written notice of the OSCA's intent to terminate to cure the breach identified by the OSCA.
- D. The Agreement can be terminated for any reason by agreement of the parties. Any termination of this Agreement does not release any other party from any obligation or liability accrued or outstanding under this Agreement prior to termination, including without limitation any payment or performance obligations accruing prior to the time of termination.

VIII. Confidentiality and Non-Disclosure

- A. The Contractor acknowledges and agrees that certain confidential information may be obtained or created through their work with the OSCA under this Agreement.
- B. The Contractor agrees to take appropriate measures to protect the privacy of individuals and all confidential information obtained or created by the Contractor during the course of its performance under this Agreement.
- C. The Contractor agrees that all treatment records and information shall be subject to the confidentiality provisions of 42 U.S.C. § 290dd-2, (HIPPA) and Chapter 397 (Marchman Act).

IX. Work Product and Property

The OSCA may reproduce, without further compensation to the Contractor, any written materials generated as a result of the work performed under this Agreement by the Contractor.

X. Records

The Contractor shall retain and maintain in accordance with the Florida Rules of Judicial Administration, any and all documents, data, or other materials (Records) related to this Agreement for four (4) years after final payment has been made under this Agreement and all pending matters have been closed. If an audit, litigation, or other action involving the Records is started before the end of the four (4) year period, then the Contractor agrees to retain the Records until all issues arising out of the action are resolved or until

the end of the four (4) year period (Retention Period), whichever is later. Following such Retention Period, the Contractor may in its sole discretion continue to retain or dispose of the Records, provided that the Contractor shall make a good faith effort to dispose of the Records in a confidential manner.

XI. Notices

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (1) on the date served personally on the party to whom notice is to be given or (2) on the third day following mailing if mailed to the party to whom notice is to be given by first class, registered or certified mail, postage prepaid, and properly addressed to the party to whom notice is to be given. Any party may change its address for purposes of this section by giving the other party written notice of the new address in the manner set forth above. Notice shall be provided to:

County Technical:

Monica Davis-Griffin
Justice Program Analyst
Justice and Consumer Services
631 Chestnut Street
Clearwater, Florida 33756
Phone: (727) 453-7441
E-mail: Mgriffin@pinellascounty.org

County Contractual:

Timothy Burns
Director
Justice and Consumer Services
631 Chestnut Street
Clearwater, Florida 33756
Phone: (727) 453-7441
E-mail: tburns@pinellascounty.org

OSCA Technical:

Jennifer Grandal
Senior Court Operations Consultant
Supreme Court Building
500 South Duval Street
Tallahassee, Florida 32399
Phone: (850) 922-5101
Fax: (850) 414-1505
E-mail: grandalj@flcourts.org

OSCA Contractual:

Rosemary Patterson
Chief, Office of Court Improvement
Supreme Court Building
500 South Duval Street
Tallahassee, Florida 32399
Phone: (850) 414-8869
Fax: (850) 414-1505
E-mail: patterst@flcourts.org

XII. Staff Training Costs

The OSCA is not responsible for any training costs incurred by the Contractor in the performance of this Agreement above and beyond the funding provided for in this Agreement. This does not apply to instances where the OSCA may authorize attendance at specific state or national training events which may be paid for by the OSCA.

XIII. Liability

- A. The Contractor shall assist the OSCA in the investigation of injury or damages either for or against the OSCA or the State of Florida pertaining to the OSCA's respective areas of responsibility or activities under this Agreement and shall contact the OSCA regarding the legal actions deemed appropriate to remedy such damage or claims.
- B. The Contractor is responsible for all personal injury and property damage attributable to its negligent or intentional acts or omissions, including civil rights violations, of its officers, employees, and agents thereof, including volunteers as permitted by Florida law.
- C. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party to this Agreement.

XIV. Insurance

- A. The Contractor shall be insured or self-assured for all liability claims and related expenses pursuant to the provisions of section 768.28, Florida Statute. The OSCA's interests, as they may appear, will be protected under the provisions of section 768.28, Florida Statute.
- B. The Contractor shall require proof that all service providers have adequate insurance to protect the OSCA, State of Florida, Sub-recipient, and Judicial Circuit from any claims arising under section 768.28, Florida Statute.

XV. Indemnification

- A. To the extent permitted by Florida law, the Contractor shall be fully liable for all actions of its employees and agents and shall fully indemnify, defend, and hold harmless the OSCA and its officers, agents, and employees, from suits, actions, damages, and cost of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Contractor, their agents and employees. This paragraph shall not waive any statutory limitations of liability, alter the state's waiver of sovereign immunity or extend the Contractor's liability beyond the limits established in section 768.28, Florida Statutes.
- B. To the extent permitted by Florida law, the Contractor shall be liable for all actions of the service providers and their officers, agents and employees that are contracted to provide services for the Expansion Program and shall fully indemnify, defend, and hold harmless the OSCA and its officers, agents, and employees, from suits, actions, damages, and cost of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the service providers, their agents and employees. This paragraph shall not waive any statutory limitations of liability, alter the state's waiver of sovereign immunity or extend the Contractor's liability beyond the limits established in section 768.28, Florida Statutes.
- C. The first ten dollars of the payment under Section IV.A. shall be the specific consideration for this indemnification clause.
- D. The Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the OSCA.

XVI. Dispute Resolution

Any dispute concerning performance of the Agreement shall be decided by the State Courts Administrator or the Deputy State Courts Administrator, with the approval of the General Counsel, who shall reduce the decision to writing and serve a copy on the Contractor. The exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state court in the county of contract execution; in any such action, Florida law shall apply and the parties waive any right to jury trial.

XVII. Default

- A. Waiver or breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.
- B. The delay or failure by the OSCA to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the OSCA's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

XVIII. Attachments and Exhibits to be Included as Part of this Agreement

Attachment A Invoice Template

XIX. Amendments

This Agreement and all attachments and exhibits herein attached and incorporated by reference may be amended only by written agreement signed by all parties. The Agreement contains all the terms and conditions agreed upon by the parties. The Agreement may only be modified or amended upon mutual written agreement of the OSCA and the Contractor.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS SET FORTH IN THIS AGREEMENT, THE PARTIES INTEND TO BE BOUND AND MUTUALLY AGREE TO THE TERMS OF THIS AGREEMENT.

OFFICE OF THE STATE COURT ADMINISTRATOR

Elisabeth H. Goodner 6/27/13
Elisabeth H. Goodner Date
State Courts Administrator

CONTRACTOR
BOARD OF COUNTY COMMISSIONERS
PINELLAS COUNTY

Robert S. LaSala 6-28-13
Robert S. LaSala Date
County Administrator

THIS AGREEMENT IS NOT VALID UNTIL SIGNED AND DATED BY ALL PARTIES

APPROVED AND FORWARDED
OFFICE OF COUNTY ATTORNEY
[Signature]

Attachment A

Adult Post-Adjudicatory Drug Court Expansion Program
Project Expenditure Report
SUMMARY STATEMENT OF COSTS

County:		Report #:	Period:
Contractor:			
Address:		Project Title: Florida Office of the State Courts Administrator Adult Post-Adjudicatory Drug Court Expansion Program	
Phone:			
Budget Category	Category Total	This report should only include contractor payments during the reporting period of July 1, 2013 - June 30, 2014.	
Salaries and Benefits	\$0.00		
Contractual Services	\$0.00	<input type="checkbox"/> Charge to Cash Advance	
Expenses	\$0.00	Advance Received:	
Operating Capital Outlay	\$0.00	Previous Amount Applied to Advance:	
Administrative Costs	\$0.00	Current Amount Applied to Advance:	
Total Claim Amount	\$0.00	Advance Balance:	
I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.			
Date:	Signed:		
		Chief Financial Officer or Designated Representative	
		_____ Print name of Chief Financial Officer or Designated Representative	
Date:	Signed:		
		Trial Court Administrator or Designated Representative	
		_____ Print name of Trial Court Administrator or Designated Representative	

SALARY & BENEFITS

Name of Employee:	Employee Title:	
Project Title: Florida Office of the State Courts Administrator Adult Post-Adjudicatory Drug Court Expansion Program		
Type of Work Performed on Project:		
Number of Clients Served:		
	Regular Pay	Overtime Pay
Total Hours Worked	0.0	
Hours Worked on Project	0.0	0.0
Gross Salary for Pay Period	\$0.00	
Gross Overtime Pay for Period		\$0.00
Charges To Project	\$0.00	\$0.00
Health Insurance	\$0.00	
Life Insurance	\$0.00	
Retirement	\$0.00	
FICA	\$0.00	
Others	\$0.00	
Others Description		
Total Benefits Paid this Period	\$0.00	\$0.00
Total Benefits Charged to Project	\$0.00	\$0.00
Total Charges to Project	\$0.00	\$0.00

County:	Contract #:	Report #:	Period:
Project Title: Florida Office of the State Courts Administrator Adult Post-Adjudicatory Drug Court Expansion Program			Phone#:
Vendor	Description of Services Provided (provide unit cost and number of clients served, if applicable)	Amount	
	Subtotal	\$0.00	

DETAILS OF EXPENSE

County:	Contract #:	Report #:	Period:
Project Title: Florida Office of the State Courts Administrator Adult Post-Adjudicatory Drug Court Expansion Program			Phone#:
Vendor	Description of Item	Amount	
	Subtotal	\$0.00	

County:	Contract #:	Report #:	Period:
Project Title: Florida Office of the State Courts Administrator Adult Post-Adjudicatory Drug Court Expansion Program			Phone#:
Vendor	Description of Property	Amount	
	Subtotal	\$0.00	

[illegible]