



BOARD OF COUNTY COMMISSIONERS

DATE: September 23, 2014

AGENDA ITEM NO. 21

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

Award of Final Agreements – Adult Drug Court Treatment Programs
Contract No. 134-0267-P(KF)

Department:

Safety and Emergency Services / Purchasing

Staff Member Responsible:

Mike Cooksey / Candy Mancuso

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE FINAL AGREEMENTS FOR ADULT DRUG COURT TREATMENT PROGRAMS WITH THE FOLLOWING THREE FIRMS:

CURAPARR CORPORATION. D/B/A CENTER FOR RATIONAL LIVING	CLEARWATER, FLORIDA	GROUP 1 GROUP 2
WAYNE A. GROSNICK & ASSOCIATES, PA D/B/A SOLUTIONS BEHAVIORAL HEALTHCARE CONSULTANTS	ST. PETERSBURG, FLORIDA	GROUP 4
WESTCARE GULFCOAST-FLORIDA, INC.	ST. PETERSBURG, FLORIDA	GROUP 1 GROUP 2 GROUP 3

IT IS FURTHER RECOMMENDED THAT AFTER EXECUTION OF THE AGREEMENTS BY THE FIRMS, THE CHAIRMAN SIGN THE AGREEMENTS AND THE CLERK ATTEST.

Summary Explanation/Background:

The Pinellas County Adult Drug Court (Drug Court) operated by the Sixth Judicial Circuit is an eighteen to twenty-four month court supervised, voluntary, comprehensive treatment program for eligible non-violent felony offenders. The purpose of this contract is for firms to provide substance abuse treatment services ordered by the Court in accordance with Chapter 397, Florida Statutes, Rule 65D-30, Florida Administrative Code and all updates, and Code of Federal Regulation 42, Part 2 to include the following treatment services; Outpatient Level II Treatment Services (Group 1), Outpatient Level III Treatment Services (Group 2), Non-Secure Residential Treatment Services (Group 3) and Substance Abuse / Mental Health Assessments (Group 4). After an eligible offender receives a substance abuse assessment and the Court orders appropriate treatment, Drug Court staff coordinates the scheduling of services with the firms.

The firms in order of ranking after evaluation committee scoring are attached on the Ranking Spreadsheet.

Negotiation points of the final agreement included discussion surrounding the ability to provide compliance with Americans with Disability Act (ADA) requirements, ability to provide foreign language interpreters, including American Sign Language and co-payment fees. The services to add the functionality of on location drug testing (Group 5) was included in the request for proposal, subsequently it was determined these services would not be feasible to include within the Drug Court program. As a result, Group 5 services were not scored by the evaluation committee and no award is recommended.

Safety and Emergency Services / Justice and Consumer Services Division has two separate divisions within their Department that oversee the application of these services: Division N is the Pinellas County, Adult Drug Court Division of the Sixth Judicial Circuit; the anticipated award for the Division N services is for October 1, 2014. Division Z is a prison-diversion track for offenders receiving possible prison sentences. The Division Z services are currently under a separate contract through June 30, 2015. It is likely that the Division Z services will be incorporated into this agreement as of July 1, 2015 or may be added at an earlier date, if additional funding is received.

The contract for the services for Group 1, Group 2 and Group 3 has a term of thirty-six (36) months effective October 1, 2014; the contract may be extended for a twenty-four (24) month term. The services for Group 4, Substance Abuse / Mental Health Screening Assessments will have an effective date of October 1, 2015. Term extensions will allow for price adjustments (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, for the twelve months prior to extension.

Fiscal Impact/Cost/Revenue Summary:

Estimated Annual Expenditure for Division N for services to begin 10/1/2014: \$540,000

Divided as follows:

Group 1 and Group 2: \$166,500 (Curaparr Corporation)

\$166,500 (Westcare Gulfcoast-Florida, Inc.)

Group 3: \$207,000 (Westcare Gulfcoast-Florida, Inc.)

Estimated Increase of Annual Expenditure for Division N for Group 4 services that begin 10/1/2015: \$15,000

Group 4: \$15,000 (Wayne A. Grosnick & Associates, PA)

Funding is provided through for Safety and Emergency Services / Justice and Consumer Services Division operating budget for contractual services.

Exhibits/Attachments:

Contract Review

Final Agreements

Ranking Spreadsheet



**PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL**

CATS
NO.:

44738

PROJECT: Services: Adult Drug Court Treatment Program (County funded)			
BID NUMBER: 134-0267-P(KF)		REQ. NUMBER:	
TYPE: <input checked="" type="checkbox"/> Purchase Contract	<input type="checkbox"/> Other:	<input type="checkbox"/> Construction-Less than \$100,000	<input type="checkbox"/> One Time

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment.

Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

RISK MANAGEMENT: Please enter required liability coverage on pages: 17- 19
This is an annual contract.

PRODUCT ONLY ☐

Estimated Expenditure: \$ 600,000

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	<u>Purchasing Dept.</u> C. Mancuso, Interim Director	5/7 <i>Cmm</i>			
2.	<u>Justice and Consumer Services</u> Mike Cooksey, Director Deborah Berry Monica Davis-Griffin Michelle Ardabili, 6 th Judicial Court	5/27/14 <i>MD</i>	<i>MD</i>		<i>see MD</i>

Using Dept please provide below information:

☐ Yes, funding for this requisition is using grant Funding. ☐ No, funding for this requisition is not using grant Funding.

If grant funding is being used you must provide Purchasing with the exact clauses that need to be on attached document.

Please check attached vendor list. Circle vendors you want bids mailed to. Add additional vendors with complete information (Name, Address, Phone and Fax)

3.	<u>Risk Management Director</u> Attn: Virginia E. Holscher (Check applicable box at right)	6/12/14	<i>GW</i>	See changes p 16-19	HIGH RISK NOT HIGH RISK
4.	<u>BCC Finance</u> Attn: Cassandra Williams	6/19/14	<i>CBW</i>		
5.	<u>Legal</u> Attn: Miles Belknap Attn: Carl Brody	6/30/14 7/1/14	<i>MB</i> <i>CB</i>	will draft SA based on revised bid RFP sent	
6.	<u>Interim Asst. County Administrator</u> Attn: J. Lauro	7/1/14	<i>JL</i>		

RETURN ALL DOCUMENTS TO PURCHASING

Make all inquiries to:	Karen Freytag	at Extension 484-3152
In order to meet the following schedule, please return your requirements to Purchasing by: May 23		

TENTATIVE DATES

Bid Mail Out: June 1	Bid Opening: July 1	BCC Approval: August 19 (due August 1)
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REC'D
7-2-14
106

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this ____ day of _____, 2014 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Westcare Gulfcoast-Florida, Inc. ("Contractor") (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to RFP 134-0267-P ("RFP") for Adult Drug Court Treatment Program – Drug Court Services: Outpatient Level II and Outpatient Level III and Non-Secure Residential Services; and

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

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

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

1. Definitions.

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

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

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

D. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, who are providing the Services at any time during the project term.

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

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

3. Services.

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

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from the Contract Administrator. Contractor shall submit a written proposal describing the Scope of Services, the proposed compensation and total cost, and the work schedule, and shall provide the Services upon written approval as provided herein.

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

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

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

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

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

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on: **October 1, 2014** and shall remain in full force and effect for thirty-six (36) months from that date, or termination of the Agreement, whichever occurs first.

B. Term Extension.

☒ The Parties may extend the term of this Agreement for one (1) additional twenty-four (24) month period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

5. Compensation and Method of Payment.

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

B. County agrees to pay the Contractor the annual not-to-exceed sum of \$ 373,500, for Services completed and accepted as provided in Section 15 herein if applicable, on a fixed-fee basis for the deliverables as set out in Exhibit B, payable upon submittal of an invoice as required herein.

C. Travel Expenses.

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

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

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to: ☒ to the designated person as set out in Section 18 herein. For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

6. Personnel.

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

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

Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. Contractor Default Provisions and Remedies of County.

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

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

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

B. County Default Provisions and Remedies of Contractor.

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

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

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

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

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

9. Confidential Information and Public Records.

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

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

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

10. Record Retention and Audit. Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. County reserves the right to examine and/or audit such records. In addition, Contractor shall comply with records retention requirements imposed by applicable law, specifically including the requirements stated in 65D-30 F.A.C.

11. Compliance with Laws. Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including, but not limited to, laws related to Workers' Compensation, occupational safety and health and the environment, equal employment opportunity, and privacy of medical records or information.

12. Public Entities Crimes. Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to County that Contractor is qualified to transact business with public entities in Florida.

13. Liability and Insurance.

A. Insurance. Contractor shall comply with the insurance requirements set out in Exhibit C, attached hereto and incorporated herein by reference.

B. Indemnification. Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.

C. Liability. Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

D. Contractor's Taxes. The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

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

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

16. Subcontracting/Assignment.

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

B. Assignment.

☒ This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Contractor.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13, 20 and 23.

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

For County:

Attn: Monica Davis-Griffin
Department of Justice and Consumer Services
631 Chestnut Street
Clearwater, FL 33756

For Contractor:

Attn: Ronda Lieberman
WestCare GulfCoast-Florida, Inc.
PO Box 12019
St. Petersburg, FL 33733

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

19. Conflict of Interest.

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.

B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

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

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

22. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

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

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

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

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

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

(Signature Page Follows)

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

PINELLAS COUNTY, FLORIDA

by and through its _____

WESTCARE GULFCOAST-FLORIDA, INC.

By: _____

By: _____

Name: _____

Title: _____

ATTEST:

KEN BURKE, CLERK OF COURT

By: _____

Deputy Clerk

APPROVED AS TO FORM

By: _____

Office of the County Attorney

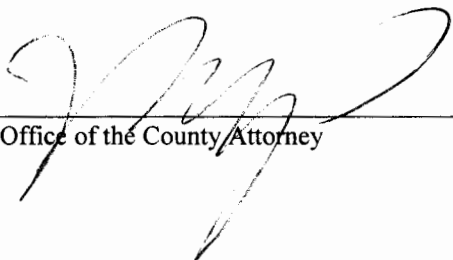


EXHIBIT A: SCOPE OF WORK**1. GENERAL REQUIREMENTS:**

- a. All services provided under this Contract must meet all applicable local, state and federal ordinances, laws, rules and regulations and any applicable court orders. Should any of the laws, standards, rules or regulations or departmental procedures change during the course of the contract term, the updated version will take precedence. The Contractor and the County shall work cooperatively to ensure service delivery in complete compliance with all such mandates and requirements.
- b. The Contractor shall ensure that all substance abuse treatment services provided are in accordance with Chapter 397, F.S., Rule 65D-30, Florida Administrative Code (F.A.C.) and all updates, and Code of Federal Regulation 42, Part 2.
- c. The Contractor shall have and maintain the level of licensure appropriate to the program type and as specified by Rule 65D-30, F.A.C. and all updates and revisions. Licensure shall be current at all times and prominently displayed at the program site. (Chapter 397.401, F.S., Rule 65D-30, F.A.C.). The inspections fees required to provide services. The Contract Manager shall be provided with a copy of all licenses. The Services Provider will notify the County immediately of any changes to licensing status. A copy of the Department of Children and Family licensing inspection report will be provided to the Contract Manager.
- d. All substance abuse treatment services shall be provided under the supervision of a "qualified professional" as defined in Chapter 397, F.S. and Rule 65D-30, F.A.C. Contractor shall provide an adequate level of professional treatment staff for required services and shall ensure that staff are appropriately trained. The Contractor shall ensure the constant presence of sufficient staff and treatment space to provide the required services. All facilities shall meet or exceed Americans with Disabilities Act (ADA) requirements regarding accessibility.
- e. The Contractor must be willing to travel to off-site locations, such as for court appearances, and have the capacity to conduct assessments remotely, such as at the Pinellas County jail, if necessary.
- f. The facility service location shall meet all state, county, and city zoning, permitting and licensing at the time of contract award, as well as any other requirements necessary to operate the service location. The Contractor shall provide such documentation to the County as requested. Location of the facility should promote client accessibility, such as reasonable access to public transportation or the Courts.
- g. Any fees incurred by the client while participating in the treatment program must be fully disclosed to the offender during orientation. All fees for which the Service Contractor will request reimbursement from the client must be approved in advance by the Contract Manager. Contractor will provide a receipt to the client for each payment made.
- h. The Court will order appropriate treatment, Drug Court staff will contact the vendor or the client will be given pre-set vendor orientation appointment information. Treatment must be made available with fourteen (14) days of referral by Drug Court.
- i. The Contractor shall separately track and invoice services for the two unique divisions, Division N and Division Z, of the County as required by the Department.
- j. All services shall be provided in accordance with the requirements of the Americans with Disabilities Act (ADA).
- k. Foreign language interpreters, to include American Sign Language (ASL), as deemed necessary for individual and group counseling will be provided for Drug Court at no additional cost.

2. SERVICE REQUIREMENTS: OUTPATIENT LEVEL II

2.1 Contractor will provide an evidence-based Outpatient Level II drug treatment services for defendants in Adult Drug Court, as directed by the court. Contractor will provide foreign language interpreters for individual and group counseling sessions as deemed necessary.

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

2.3 The Contractor will provide the following services to defendants and respondents within 14 days of receipt of Court referral:

- a. Services will be offered in both north and south Pinellas County;
- b. Group counseling services will be available day and night;
- c. Group counseling will be offered two hours daily, twice weekly for a minimum of 12 weeks;
- d. Screenings, assessments and subsequent recommendations, if any, will be provided to the Court;
- e. Individual treatment and discharge planning will be made within 30 days of referral by the Court. Treatment evaluations will be made every 30 days;
- f. Random Urine Drug Screenings or Oral Swab Drug Screenings will be given on a random basis at least weekly for multiple drugs during the course of treatment and up to 40 weeks thereafter on a frequency basis as ordered by the Court;
- g. Consultation or referral arrangements will be made where psychiatric, medical or other social services are deemed appropriate;
- h. Participation by clients in community self-help groups, such as NA or AA, will be encouraged. Attendance at these meetings shall not, however, constitute part of the requirement for substance abuse counseling; AND
- i. Counseling groups will be no larger than 20 persons per group.

2.4 Contractor will provide Adult Drug Court with the following:

- j. Notification of client's arrival for screening process, inclusive of client's acceptance or non-acceptance into treatment setting;
- k. Notification of treatment start date;
- l. Evaluation recommendations;
- m. Reports for judicial reviews no later than 48 hours prior to a regularly scheduled judicial review hearing (including attendance, UDS results, treatment progress reports); Reports will be electronically submitted to the drug court via secure connections, which can include direct submission through the drug court's web-based drug court case management system;
- n. Immediate notification of termination, discharge or elopements
- o. Immediate notification of violation of terms of treatment (i.e., failed drug screens, missed treatment appointments; etc.)
- p. Immediate notification of hospitalization or significant disruption of treatment process
- q. Discharge information will be supplied to the Court, and a copy will be forwarded to the Department of Corrections
- r. Court appearances by the Contractor will be made as required by the court.
- s. Monthly written report to Court on treatment availability status and size of wait lists.

3.0. SERVICE REQUIREMENTS: OUTPATIENT LEVEL III

3.1 Contractor will provide Outpatient Level III drug treatment services for defendants in Adult Drug Court, as directed by the Court. Contractor will provide foreign language interpreters for individual and group counseling sessions as deemed necessary.

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

3.3 The Contractor will provide the following services to defendants and respondents within fourteen (14) days of receipt of Court referral:

- a. Services will be offered in both north and south Pinellas County;
- b. Group counseling services will be available day and night;
- c. Group counseling will be offered two hours daily, four times weekly for a minimum of 12 weeks;
- d. Screenings, assessments and subsequent recommendations, if any, will be provided to the Court;
- e. Individual treatment and discharge planning will be made within 30 days of drug court referral. Treatment evaluations will be made every 30 days;
- f. Random Urine Drug Screenings or Oral Swab Drug Screenings will be given on a random basis at least weekly for multiple drugs during the course of treatment and up to 40 weeks thereafter on a frequency basis as ordered by the Court;
- g. Provide consultation or referral arrangements will be made where psychiatric, medical or other social services are deemed appropriate;
- h. Participation by clients in community self-help groups, such as NA or AA, will be encouraged. Attendance at these meetings shall not, however, constitute part of the requirement for substance abuse counseling; AND
- i. Counseling groups will be no larger than 20 persons per group.

3.4 Adult Drug Court will be provided with the following from the Contractor:

- j. Notification of client's arrival for screening process, inclusive of client's acceptance/non-acceptance into treatment setting;
- k. Notification of treatment start date;
- l. Evaluation recommendations;
- m. Reports for judicial reviews no later than 48 hours prior to a regularly scheduled judicial review hearing (including attendance, UDS results, treatment progress reports). Reports will be electronically submitted to the drug court via secure connections, which can include direct submission through the drug court's web-based drug court case management system;
- n. Immediate notification of termination, discharge or elopements;
- o. Immediate notification of violation of terms of treatment (i.e., failed drug screens, missed treatment appointments; etc.);
- p. Immediate notification of hospitalization or significant disruption of treatment process;
- q. Discharge information will be supplied to the Court, and a copy will be forwarded to the Department of Corrections;
- r. Court appearances by the Contractor will be made as required by the court;
- s. Client related data and status information will be provided in a manner and in a format as required by the Court. This format may include electronic data submission meeting court-determined specifications; AND
- t. Weekly written report to Court on treatment availability status and size of wait lists.

4.0 SERVICE REQUIREMENTS: NON-SECURE RESIDENTIAL TREATMENT

- 4.1 Contractor will provide a six-month, two-part residential drug treatment service for each defendant in Adult Drug Court, as referred by the Court.
- 4.2 All services will be provided in accordance with Chapter 65D-30, Florida Administrative Code.
- 4.3 The provider will provide the following services upon referral:

PART 1

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

PART 2

- d. Four (4) months of employment/re-entry treatment and training where the participant resides at the facility. The participant must leave the facility for full-time employment, but is required to return each evening for additional services;
 - e. At least 6 hours of treatment per week; and
 - f. At least one (1) individual counseling session and two (2) group sessions per week.
- 4.4 Throughout the entire six-month treatment program the Provider will be responsible for:
- g. Frequent, random drug testing using either urine drug screenings or oral swab screens at a minimum of once a week for multiple drugs during the course of treatment and up to 26 weeks thereafter on a frequency basis as ordered by the Court.
 - h. Providing consultation or referral arrangements for any mental health, medical or other social service needs, as deemed appropriate; and
 - i. Providing means of transportation to bring offenders to court as needed.
- 4.5 Provider will provide the following to Adult Drug Court:
- j. Notification of client's arrival for screening process, inclusive of client's acceptance/non-acceptance into treatment setting;
 - k. Notification of treatment start date;
 - l. Evaluation recommendations;
 - m. Reports for judicial reviews no later than 48 hours prior to a regularly scheduled judicial review hearing (including attendance, UDS results, treatment progress reports). Reports will be electronically submitted to the drug court via secure connections, which can include direct submission through the drug court's web-based drug court case management system;
 - n. Immediate notification of termination, discharge or elopements;
 - o. Immediate notification of violation of terms of treatment (i.e., failed drug screens, missed treatment ; etc.);
 - p. Immediate notification of hospitalization or significant disruption of treatment process;
 - q. Discharge information will be supplied to the Court, and a copy will be forwarded to the Department of Corrections;
 - r. Court appearances by the Contractor will be made as required by the court;
 - s. Client related data and status information will be provided in a manner and in a format as required by the Court. This format may include electronic data submission meeting court-determined specifications; AND
 - t. Weekly written report to Court on treatment availability status and size of wait lists.

4. ADDITIONAL SERVICES TO BE PROVIDED AT NO COST

- 1.) Seeking Safety: Westcare Gulfcoast-Florida (WC- GCFL) currently uses (and proposes to continue using) Seeking Safety with Adult Drug Court clients. WC-GCFL does not charge the County or Court for any costs associated with training staff to facilitate Seeking Safety sessions or any of the curriculum's materials used by staff and clients.
- 2.) Cross-Training: WestCare Foundation will provide training to County and Court staff members on a variety of behavioral health topics at no cost to the Department.
- 3.) Community-Based Services: WestCare offers priority post-release placement and case management services to offenders within any of its residential (i.e. transitional living, shelter and treatment) or outpatient programs (i.e. aftercare, peer-driven recovery support, re-entry mentoring and treatment) in Florida (or nationwide if applicable) at no cost to the Department, as geographically applicable.
- 4.) Sustainability Planning and Activities: If desired by County and Court, WestCare Foundation can facilitate sustainability planning sessions with County and Court staff members, as well as, professional grant development services for opportunities that the County and WC-GCFL collaborate on, at no cost to the Department.
- 5.) Technical Assistance: Affiliates and subsidiaries of the WestCare Foundation currently operate 67 behavioral health correctional programs in 12 states. In addition, WestCare Foundation's national Quality and Evaluation Department is based in Miami, Florida. WestCare Foundation offers its team of national behavioral health and connections experts to assist the County and Court to conceptualize implement and evaluate future programs and services, at no cost to the County.

5. AFTERCARE SERVICES

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

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

All aftercare services offered by WestCare are provided at the same facility where treatment was offered during day and evening hours. A fee of \$20.00 per group is charged to individuals who voluntarily attend aftercare groups (fee to be approved by County/Court).

5. PERFORMANCE REQUIREMENTS:**a. PROGRAM MONITORING:**

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

- Administrative issues
- Program facilities
- Program staff
- Program operation
- Clinical records reviews
- Interviews with program staff / clients

When issues of non-compliance are identified the provider shall be required to submit a written Corrective Action Plan (CAP) to the contract manager or designee within a specified timeframe. Failure to correct deficiencies may result in a determination of breach of contract and termination of services.

b. INVOICING:

1.) Contractor shall submit invoices for payments due as required for authorized expenses incurred with such documentation as required by the County.

2.) Additional information to be provided on or with monthly invoice includes, but is not limited to, number of clients serviced, number of services provided and total amount billed.

3.) Pinellas County requires providers to report any collection of permitted client co-pays monthly at the same time that monthly invoices are submitted, as well as number of clients from whom these amounts were collected.

4.) In the event that services are requested from grant funding, the contractor will provide a line item budget to the Department detailing the cost allocation of services.

EXHIBIT B: COMPENSATION AND METHOD OF PAYMENT

<u>OUTPATIENT LEVEL II SERVICES</u>	<u>Fee</u>
Fee charged to Pinellas County Drug Court per each Counseling Session with requisite drug screening and all inclusive services.	\$33.50
Fee charged to Pinellas County Drug Court per each Post-Treatment Drug Screen as ordered	\$15.00

<u>OUTPATIENT LEVEL III SERVICES</u>	<u>Fee</u>
Fee charged to Pinellas County Drug Court per each Counseling Session with requisite drug screening and all inclusive services.	\$33.50
Fee charged to Pinellas County Drug Court per each Post-Treatment Drug Screen as ordered	\$15.00

<u>NON SECURE RESIDENTIAL SERVICES</u>	<u>Fee</u>
Fee charged to Pinellas County Drug Court per each Counseling Session with requisite drug screening and all inclusive services.	\$56.59
Per Diem co-payment charged to applicant during work phase of treatment	\$35% of gross income, not to exceed \$25.00 per day

EXHIBIT C: INSURANCE REQUIREMENTS

1. The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days after contractor's receipt of notice of award, the Contractor shall e-mail properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement to CertsOnly-Portland@ebix.com; be sure to include the organization's unique identifier, which will be provided upon notice of award. 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).**
2. No work shall commence at any project site 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 RFP and/or contract period.
3. All policies providing liability coverage(s), other than professional liability and worker's compensation policies, obtained by the Contractor and any sub-contractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
4. If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.
5. Contracted vendor 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 Contractor from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Contractor of this requirement to provide notice.
6. Should the Contractor, 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 Contractor 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.
7. Each insurance policy shall include the following terms and/or conditions in the policy:
 - (1) The Named Insured on the Certificate of Insurance must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) 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.
 - (5) All policies shall be written on a primary, non-contributory basis.
 - (6) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

- (7) 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 contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.
- (8) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Contractor and sub-contractor(s).
8. The insurance requirements for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

INSURANCE REQUIREMENTS FOR OUTPATIENT LEVEL II AND III SERVICES

(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 Operations and Personal Injury. Commercial General Liability policy must not contain any sexual misconduct or physical abuse exclusions. If such exclusion is included in the policy, a separate Sexual Misconduct and Physical Abuse Liability Policy must be provided with the same limits as the Commercial General Liability Limits.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. If the business does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor 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", Contractor 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	\$ 2,000,000

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

For acceptance of Professional Liability coverage provided by subcontractor(s), all subcontracts between Contractor and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Contractor to the same extent Contractor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Contractor to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

- (E) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, 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

- (F) Property Insurance Contractor will be responsible for all damage to its own property, equipment and/or materials.

INSURANCE REQUIREMENTS FOR NON-SECURE RESIDENTIAL TREATMENT SERVICES**(A) Workers' Compensation Insurance**

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 100,000
Per Employee Disease	\$ 100,000
Policy Limit Disease	\$ 500,000

- (B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations and Personal Injury. Commercial General Liability policy must not contain any sexual misconduct or physical abuse exclusions. If such exclusion is included in the policy, a separate Sexual Misconduct and Physical Abuse Liability Policy must be provided with the same limits as the Commercial General Liability Limits.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

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

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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- (D) Excess or Umbrella Liability Insurance excess of the primary coverage required , in paragraphs (A), (B), and (C) above:

Limits

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

- (E) 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", Contractor 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	\$ 3,000,000

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.

For acceptance of Professional Liability coverage provided by subcontractor(s), all subcontracts between Proposer and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

- (F) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, 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

Property Insurance Contractor will be responsible for all damage to its own property, equipment and/or materials.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this ____ day of _____, 2014 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Curaparr Corporation d/b/a Center for Rational Living ("Contractor") (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to RFP 134-0267-P ("RFP") for Adult Drug Court Treatment Program – Drug Court Services: Outpatient Level II and Outpatient Level III; and

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

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

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

1. Definitions.

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

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

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

D. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, who are providing the Services at any time during the project term.

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

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

3. Services.

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

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from the Contract Administrator. Contractor shall submit a written proposal describing the Scope of Services, the proposed compensation and total cost, and the work schedule, and shall provide the Services upon written approval as provided herein.

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

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

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

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

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

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on: **October 1, 2014** and shall remain in full force and effect for thirty-six (36) months from that date, or termination of the Agreement, whichever occurs first.

B. Term Extension.

☒ The Parties may extend the term of this Agreement for one (1) additional twenty-four (24) month period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

5. Compensation and Method of Payment.

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

B. County agrees to pay the Contractor the annual not-to-exceed sum of \$ 166,500, for Services completed and accepted as provided in Section 15 herein if applicable, on a fixed-fee basis for the deliverables as set out in Exhibit B, payable upon submittal of an invoice as required herein.

C. Travel Expenses.

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

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

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to: ☒ to the designated person as set out in Section 18 herein. For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

6. Personnel.

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

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

such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a “Contractor Event of Default” hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.
2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.
3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

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

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

9. Confidential Information and Public Records.

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

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

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

10. Record Retention and Audit. Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. County reserves the right to examine and/or audit such records. In addition, Contractor shall comply with records retention requirements imposed by applicable law, specifically including the requirements stated in 65D-30 F.A.C.

11. Compliance with Laws. Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including, but not limited to, laws related to Workers' Compensation, occupational safety and health and the environment, equal employment opportunity, and privacy of medical records or information.

12. Public Entities Crimes. Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to County that Contractor is qualified to transact business with public entities in Florida.

13. Liability and Insurance.

A. Insurance. Contractor shall comply with the insurance requirements set out in Exhibit C, attached hereto and incorporated herein by reference.

B. Indemnification. Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.

C. Liability. Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

D. Contractor's Taxes. The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

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

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

16. Subcontracting/Assignment.

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

B. Assignment.

☒ This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Contractor.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13, 20 and 23.

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

For County:

Attn: Monica Davis-Griffin
Department of Justice and Consumer Services
631 Chestnut Street
Clearwater, FL 33756

For Contractor:

Attn: Leanne Cura, President
Center for Rational Living
50 S. Belcher Rd., Suite 120
Clearwater, FL 33765

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

19. Conflict of Interest.

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.

B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

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

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

22. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

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

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

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

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

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

(Signature Page Follows)

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

PINELLAS COUNTY, FLORIDA

by and through its _____

Curaparr Corporation, d/b/a Center for Rational Living

By: _____

By: _____

Name: _____

Title: _____

ATTEST:

KEN BURKE, CLERK OF COURT

By: _____

Deputy Clerk

APPROVED AS TO FORM

By: _____

Office of the County Attorney

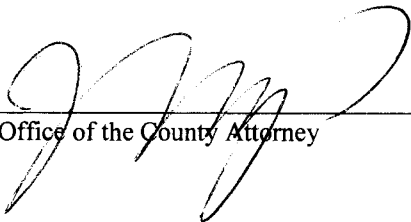


EXHIBIT A: SCOPE OF WORK**1. GENERAL REQUIREMENTS:**

- a. All services provided under this Contract must meet all applicable local, state and federal ordinances, laws, rules and regulations and any applicable court orders. Should any of the laws, standards, rules or regulations or departmental procedures change during the course of the contract term, the updated version will take precedence. The Contractor and the County shall work cooperatively to ensure service delivery in complete compliance with all such mandates and requirements.
- b. The Contractor shall ensure that all substance abuse treatment services provided are in accordance with Chapter 397, F.S., Rule 65D-30, Florida Administrative Code (F.A.C.) and all updates, and Code of Federal Regulation 42, Part 2.
- c. The Contractor shall have and maintain the level of licensure appropriate to the program type and as specified by Rule 65D-30, F.A.C. and all updates and revisions. Licensure shall be current at all times and prominently displayed at the program site. (Chapter 397.401, F.S., Rule 65D-30, F.A.C.). The inspections fees required to provide services. The Contract Manager shall be provided with a copy of all licenses. The Services Provider will notify the County immediately of any changes to licensing status. A copy of the Department of Children and Family licensing inspection report will be provided to the Contract Manager.
- d. All substance abuse treatment services shall be provided under the supervision of a "qualified professional" as defined in Chapter 397, F.S. and Rule 65D-30, F.A.C. Contractor shall provide an adequate level of professional treatment staff for required services and shall ensure that staff are appropriately trained. The Contractor shall ensure the constant presence of sufficient staff and treatment space to provide the required services. All facilities shall meet or exceed the American's with Disability Act (ADA) requirements regarding accessibility.
- e. The Contractor must be willing to travel to off-site locations, such as for court appearances, and have the capacity to conduct assessments remotely, such as at the Pinellas County jail, if necessary.
- f. The facility service location shall meet all state, county, and city zoning, permitting and licensing at the time of contract award, as well as any other requirements necessary to operate the service location. The Contractor shall provide such documentation to the County as requested. Location of the facility should promote client accessibility, such as reasonable access to public transportation or the Courts.
- g. Any fees incurred by the client while participating in the treatment program must be fully disclosed to the offender during orientation. All fees for which the Service Contractor will request reimbursement from the client must be approved in advance by the Contract Manager. Contractor will provide a receipt to the client for each payment made.
- h. The Court will order appropriate treatment, Drug Court staff will contact the vendor or the client will be given pre-set vendor orientation appointment information. Treatment must be made available with fourteen (14) days of referral by Drug Court.
- i. The Contractor shall separately track and invoice services for the two unique divisions, Division N and Division Z, of the County as required by the Department.
- j. All services shall be provided in accordance with the requirements of the Americans with Disabilities Act (ADA).
- k. Foreign language interpreters, to include American Sign Language (ASL), as deemed necessary for individual and group counseling will be provided for Drug Court at no additional cost.

2. SERVICE REQUIREMENTS: OUTPATIENT LEVEL II

2.1 Contractor will provide an evidence-based Outpatient Level II drug treatment services for defendants in Adult Drug Court, as directed by the court. Contractor will provide foreign language interpreters for individual and group counseling sessions as deemed necessary.

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

2.3 The Contractor will provide the following services to defendants and respondents within 14 days of receipt of Court referral:

- a. Services will be offered in both north and south Pinellas County;
- b. Group counseling services will be available day and night;
- c. Group counseling will be offered two hours daily, twice weekly for a minimum of 12 weeks;
- d. Screenings, assessments and subsequent recommendations, if any, will be provided to the Court;
- e. Individual treatment and discharge planning will be made within 30 days of referral by the Court. Treatment evaluations will be made every 30 days;
- f. Random Urine Drug Screenings or Oral Swab Drug Screenings will be given on a random basis at least weekly for multiple drugs during the course of treatment and up to 40 weeks thereafter on a frequency basis as ordered by the Court;
- g. Consultation or referral arrangements will be made where psychiatric, medical or other social services are deemed appropriate;
- h. Participation by clients in community self-help groups, such as NA or AA, will be encouraged. Attendance at these meetings shall not, however, constitute part of the requirement for substance abuse counseling; AND
- i. Counseling groups will be no larger than 20 persons per group.

2.4 Contractor will provide Adult Drug Court with the following:

- j. Notification of client's arrival for screening process, inclusive of client's acceptance or non-acceptance into treatment setting;
- k. Notification of treatment start date;
- l. Evaluation recommendations;
- m. Reports for judicial reviews no later than 48 hours prior to a regularly scheduled judicial review hearing (including attendance, UDS results, treatment progress reports); Reports will be electronically submitted to the drug court via secure connections, which can include direct submission through the drug court's web-based drug court case management system;
- n. Immediate notification of termination, discharge or elopements
- o. Immediate notification of violation of terms of treatment (i.e., failed drug screens, missed treatment appointments; etc.)
- p. Immediate notification of hospitalization or significant disruption of treatment process
- q. Discharge information will be supplied to the Court, and a copy will be forwarded to the Department of Corrections
- r. Court appearances by the Contractor will be made as required by the court.
- s. Monthly written report to Court on treatment availability status and size of wait lists.

3.0. SERVICE REQUIREMENTS: OUTPATIENT LEVEL III

3.1 Contractor will provide Outpatient Level III drug treatment services for defendants in Adult Drug Court, as directed by the Court. Contractor will provide foreign language interpreters for individual and group counseling sessions as deemed necessary.

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

3.3 The Contractor will provide the following services to defendants and respondents within fourteen (14) days of receipt of Court referral:

- a. Services will be offered in both north and south Pinellas County;
- b. Group counseling services will be available day and night;
- c. Group counseling will be offered two hours daily, four times weekly for a minimum of 12 weeks;
- d. Screenings, assessments and subsequent recommendations, if any, will be provided to the Court;
- e. Individual treatment and discharge planning will be made within 30 days of drug court referral. Treatment evaluations will be made every 30 days;
- f. Random Urine Drug Screenings or Oral Swab Drug Screenings will be given on a random basis at least weekly for multiple drugs during the course of treatment and up to 40 weeks thereafter on a frequency basis as ordered by the Court;
- g. Provide consultation or referral arrangements will be made where psychiatric, medical or other social services are deemed appropriate;
- h. Participation by clients in community self-help groups, such as NA or AA, will be encouraged. Attendance at these meetings shall not, however, constitute part of the requirement for substance abuse counseling; AND
- i. Counseling groups will be no larger than 20 persons per group.

3.4 Adult Drug Court will be provided with the following from the Contractor:

- j. Notification of client's arrival for screening process, inclusive of client's acceptance/non-acceptance into treatment setting;
- k. Notification of treatment start date;
- l. Evaluation recommendations;
- m. Reports for judicial reviews no later than 48 hours prior to a regularly scheduled judicial review hearing (including attendance, UDS results, treatment progress reports). Reports will be electronically submitted to the drug court via secure connections, which can include direct submission through the drug court's web-based drug court case management system;
- n. Immediate notification of termination, discharge or elopements;
- o. Immediate notification of violation of terms of treatment (i.e., failed drug screens, missed treatment appointments; etc.);
- p. Immediate notification of hospitalization or significant disruption of treatment process;
- q. Discharge information will be supplied to the Court, and a copy will be forwarded to the Department of Corrections;
- r. Court appearances by the Contractor will be made as required by the court;
- s. Client related data and status information will be provided in a manner and in a format as required by the Court. This format may include electronic data submission meeting court-determined specifications; AND
- t. Weekly written report to Court on treatment availability status and size of wait lists.

4. ADDITIONAL SERVICES TO BE PROVIDED AT NO COST

4.1 The following value added services will be provided at no additional cost to the Court.

- a. Orientation/assessments for all clients entering Outpatient II & III services.
- b. Substance abuse training for Court Staff.
- c. Background checks for all Center for Rational Living (CRL) employees.
- d. Court appearances by CRL staff of offender's judicial reviews.
- e. Only Master level counselors.
- f. If requested by the Court and at no cost to the Court, the Center for Rational Living shall provide up to twenty (20) hours of substance abuse training for Court employees. Training topics, time allocations, and the number of Court staff to be determined by the Contractor and the Contract Manager or designee.

5. PERFORMANCE REQUIREMENTS:**a. PROGRAM MONITORING:**

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

- Administrative issues
- Program facilities
- Program staff
- Program operation
- Clinical records reviews
- Interviews with program staff / clients

When issues of non-compliance are identified the provider shall be required to submit a written Corrective Action Plan (CAP) to the contract manager or designee within a specified timeframe. Failure to correct deficiencies may result in a determination of breach of contract and termination of services.

b. INVOICING:

- 1.) Contractor shall submit invoices for payments due as required for authorized expenses incurred with such documentation as required by the County.
- 2.) Additional information to be provided on or with monthly invoice includes, but is not limited to, number of clients serviced, number of services provided and total amount billed.
- 3.) Pinellas County requires providers to report any collection of permitted client co-pays monthly at the same time that monthly invoices are submitted, as well as number of clients from whom these amounts were collected.
- 4.) In the event that services are requested from grant funding, the contractor will provide a line item budget to the Department detailing the cost allocation of services.

EXHIBIT B: COMPENSATION AND METHOD OF PAYMENT

<u>OUTPATIENT LEVEL II SERVICES</u>	<u>Fee</u>
Fee charged to Pinellas County Drug Court per each Counseling Session with requisite drug screening and all inclusive services.	\$28.00
Fee charged to Pinellas County Drug Court per each Post-Treatment Drug Screen as ordered	\$15.000
Client co-payment per Counseling Session	\$5.00

<u>OUTPATIENT LEVEL III SERVICES</u>	<u>Fee</u>
Fee charged to Pinellas County Drug Court per each Counseling Session with requisite drug screening and all inclusive services.	\$28.00
Fee charged to Pinellas County Drug Court per each Post-Treatment Drug Screen as ordered	\$15.00
Client co-payment per Counseling Session	\$5.00

EXHIBIT C: INSURANCE REQUIREMENTS

1. The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days after contractor's receipt of notice of award, the Contractor shall e-mail properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement to CertsOnly-Portland@ebix.com; be sure to include the organization's unique identifier, which will be provided upon notice of award. 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).**
2. No work shall commence at any project site 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 RFP and/or contract period.
3. All policies providing liability coverage(s), other than professional liability and worker's compensation policies, obtained by the Contractor and any sub-contractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
4. If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.
5. Contracted vendor 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 Contractor from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Contractor of this requirement to provide notice.
6. Should the Contractor, 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 Contractor 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.
7. Each insurance policy shall include the following terms and/or conditions in the policy:
 - (1) The Named Insured on the Certificate of Insurance must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) 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.
 - (5) All policies shall be written on a primary, non-contributory basis.
 - (6) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

- (7) 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 contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.
- (8) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Contractor and sub-contractor(s).
8. The insurance requirements for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(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 Operations and Personal Injury. Commercial General Liability policy must not contain any sexual misconduct or physical abuse exclusions. If such exclusion is included in the policy, a separate Sexual Misconduct and Physical Abuse Liability Policy must be provided with the same limits as the Commercial General Liability Limits.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. If the business does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor 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", Contractor 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	\$ 2,000,000

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

For acceptance of Professional Liability coverage provided by subcontractor(s), all subcontracts between Contractor and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Contractor to the same extent Contractor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Contractor to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

- (E) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, 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

- (F) Property Insurance Contractor will be responsible for all damage to its own property, equipment and/or materials.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this _____ day of _____, 2014 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Wayne A. Grosnick & Associates, PA d/b/a Solutions Behavioral Healthcare Consultants ("Contractor") (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to RFP 134-0267-P ("RFP") for Adult Drug Court Treatment Program – Assessment Services; and

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

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

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

1. Definitions.

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

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

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

D. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, who are providing the Services at any time during the project term.

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

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

3. Services.

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

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from the Contract Administrator. Contractor shall submit a written proposal describing the Scope of Services, the proposed compensation and total cost, and the work schedule, and shall provide the Services upon written approval as provided herein.

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

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

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

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

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

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on: **October 1, 2015** and shall remain in full force and effect for thirty-six (36) months from that date, or termination of the Agreement, whichever occurs first.

B. Term Extension.

☒ The Parties may extend the term of this Agreement for one (1) additional twenty-four (24) month period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

5. Compensation and Method of Payment.

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

B. County agrees to pay the Contractor the annual not-to-exceed sum of \$ 15,000, for Services completed and accepted as provided in Section 15 herein if applicable, on a fixed-fee basis for the deliverables as set out in Exhibit B, payable upon submittal of an invoice as required herein.

C. Travel Expenses.

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

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

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to: ☒ to the designated person as set out in Section 18 herein. For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

6. Personnel.

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

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the

Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. Contractor Default Provisions and Remedies of County.

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

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

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

B. County Default Provisions and Remedies of Contractor.

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

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

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

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

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

9. Confidential Information and Public Records.

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

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

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

10. Record Retention and Audit. Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. County reserves the right to examine and/or audit such records. In addition, Contractor shall comply with records retention requirements imposed by applicable law, specifically including the requirements stated in 65D-30 F.A.C.

11. Compliance with Laws. Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including, but not limited to, laws related to Workers' Compensation, occupational safety and health and the environment, equal employment opportunity, and privacy of medical records or information.

12. Public Entities Crimes. Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to County that Contractor is qualified to transact business with public entities in Florida.

13. Liability and Insurance.

A. Insurance. Contractor shall comply with the insurance requirements set out in Exhibit C, attached hereto and incorporated herein by reference.

B. Indemnification. Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.

C. Liability. Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

D. Contractor's Taxes. The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

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

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

16. Subcontracting/Assignment.

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

B. Assignment.

This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Contractor.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13, 20 and 23.

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

For County:

Attn: Monica Davis-Griffin
Department of Justice and Consumer Services
631 Chestnut Street
Clearwater, FL 33756

For Contractor:

Attn: Sean King
Wayne A. Grosnick & Associates PA d/b/a
13191 Starkey Rd., Suite 13
Largo, FL 33733

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

19. Conflict of Interest.

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.

B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

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

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

22. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

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

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

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

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

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

(Signature Page Follows)

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

PINELLAS COUNTY, FLORIDA

***WAYNE A. GROSNIK & ASSOCIATES, PA D/B/A SOLUTIONS
BEHAVIORAL HEALTHCARE CONSULTANTS***

by and through its _____

By: _____

By: _____

Name: _____

Title: _____

**ATTEST:
KEN BURKE, CLERK OF COURT**

By: _____

Deputy Clerk

APPROVED AS TO FORM

By: _____

Office of the County Attorney

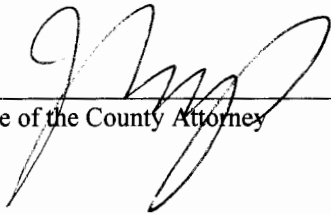
A large, stylized handwritten signature in black ink, likely belonging to the County Attorney, is written over the signature line.

EXHIBIT A: SCOPE OF WORK**1. GENERAL REQUIREMENTS:**

- a. All services provided under this Contract must meet all applicable local, state and federal ordinances, laws, rules and regulations and any applicable court orders. Should any of the laws, standards, rules or regulations or departmental procedures change during the course of the contract term, the updated version will take precedence. The Contractor and the County shall work cooperatively to ensure service delivery in complete compliance with all such mandates and requirements.
- b. The Contractor shall ensure that all substance abuse treatment services provided are in accordance with Chapter 397, F.S., Rule 65D-30, Florida Administrative Code (F.A.C.) and all updates, and Code of Federal Regulation 42, Part 2.
- c. The Contractor shall have and maintain the level of licensure appropriate to the program type and as specified by Rule 65D-30, F.A.C. and all updates and revisions. Licensure shall be current at all times and prominently displayed at the program site. (Chapter 397.401, F.S., Rule 65D-30, F.A.C.). The Contractor shall pay for all costs associated with local, state, and federal licenses, permits and inspections fees required to provide services. The Contract Manager shall be provided with a copy of all licenses. The Services Provider will notify the County immediately of any changes to licensing status. A copy of the Department of Children and Family licensing inspection report will be provided to the Contract Manager.
- d. All substance abuse treatment services shall be provided under the supervision of a "qualified professional" as defined in Chapter 397, F.S. and Rule 65D-30, F.A.C. Contractor shall provide an adequate level of professional treatment staff for required services and shall ensure that staff are appropriately trained. The Contractor shall ensure the constant presence of sufficient staff and treatment space to provide the required services. All Solutions facilities shall meet or exceed the Americans with Disabilities Act (ADA) requirements regarding accessibility.
- e. The Contractor must be willing to travel to off-site locations, such as for court appearances, and have the capacity to conduct assessments remotely, such as at the Pinellas County jail, if necessary.
- f. The facility service location shall meet all state, county, and city zoning, permitting and licensing at the time of contract award, as well as any other requirements necessary to operate the service location. The Contractor shall provide such documentation to the County as requested. Location of the facility should promote client accessibility, such as reasonable access to public transportation or the Courts.
- g. Any fees incurred by the client while participating in the treatment program must be fully disclosed to the offender during orientation. All fees for which the Service Contractor will request reimbursement from the client must be approved in advance by the Contract Manager. Contractor will provide a receipt to the client for each payment made.
- h. The Court will order appropriate treatment, Drug Court staff will contact the vendor or the client will be given pre-set vendor orientation appointment information. Treatment must be made available with fourteen (14) days of referral by Drug Court.
- i. The Contractor shall separately track and invoice services for the two unique divisions, Division N and Division Z, of the County as required by the Department.
- j. All services shall be provided in accordance with the requirements of the Americans with Disabilities Act (ADA).

- k. Bi-lingual (Spanish/English) clinician will be provided to complete assessments for Drug Court at no additional cost.

2. REQUIREMENTS FOR SUBSTANCE ABUSE / MENTAL HEALTH SCREENING

ASSESSMENTS:

- a. Contractor shall perform an estimated 30 - 50 short (30-45 minute) assessments each month of drug court clients and prospective drug court clients who are not represented by private counsel.
- b. Assessments will be performed in person for out-of-custody clients at a provider location (13191 Starkey Road, Suite 14, Largo, Florida) or in-custody at the Pinellas County jail. Proposer will obtain proper security clearance for access to the jail facility and comply with all requirements of the Sheriff's office regarding conduct while in the jail facility. Contractor will participate in all Sheriff's Department required training as requested by the County.
- c. Assessment tool must be an evidence-based tool which looks at drug use severity and identifies major mental health problems, motivation for treatment, and criminal thinking patterns.
- d. Provider must demonstrate staff qualifications for the administration of the chosen instruments. Please provide with your quote a list of relevant qualifications for all staff members who will administer the tool.
- e. The assessment tool should produce a concise report that will help the Court determine proper treatment considerations, including recommended drug treatment level and recommended ancillary services.
- f. Reports will be electronically submitted to the drug court via secure connections, which can include direct submission through the drug court's web-based drug court case management system.
- g. Reports must be timely submitted three (3) weeks from time of referral or seven days prior to the next scheduled court date, whichever is sooner, except in those of an expedited nature carrying special instructions from the Court necessitating a more timely response.
- h. Provider must provide available appointment slots for arraignment/pretrial hearings so that defendants can be assigned assessment appointments.
- i. Copayments, or fees paid directly to the provider by the defendants to be assessed, can be proposed for each scheduled assessment appointment that is not cancelled with at least 48 hours notice.
- j. Copayments may be charged in advance of all out-of-custody assessments. Advance collection of copayments for defendants in custody may not be possible, and the Adult Drug Court will offer some assistance in collecting these copayments at later phases of drug court for all defendants remaining in drug court who have not yet remitted these copayments. However some copayments must be assumed to be uncollectible in pricing these services.

3. PERFORMANCE REQUIREMENTS:**a. PROGRAM MONITORING:**

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

- Administrative issues
- Program facilities
- Program staff
- Program operation
- Clinical records reviews
- Interviews with program staff / clients

When issues of non-compliance are identified the provider shall be required to submit a written Corrective Action Plan (CAP) to the contract manager or designee within a specified timeframe. Failure to correct deficiencies may result in a determination of breach of contract and termination of services.

b. INVOICING:

- 1.) Contractor shall submit invoices for payments due as required for authorized expenses incurred with such documentation as required by the County.
- 2.) Additional information to be provided on or with monthly invoice includes, but is not limited to, number of clients serviced, number of services provided and total amount billed.
- 3.) Pinellas County requires providers to report any collection of permitted client co-pays monthly at the same time that monthly invoices are submitted, as well as number of clients from whom these amounts were collected.
- 4.) In the event that services are requested from grant funding, the contractor will provide a line item budget to the Department detailing the cost allocation of services.

EXHIBIT B: COMPENSATION AND METHOD OF PAYMENT

<u>Assessment conducted at Solutions' Largo Office:</u>	<u>Fee per Assessment</u>
Fee charged to Pinellas County Drug Court	\$25.00
Client co-payment per Assessment	\$25.00

<u>Assessment conducted in the Pinellas County Jail Facility:</u>	<u>Fee per Assessment</u>
Fee charged to Pinellas County Drug Court	\$50.00
Client co-payment per Assessment	\$10.00

EXHIBIT C: INSURANCE REQUIREMENTS

1. The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days after contractor's receipt of notice of award, the Contractor shall e-mail properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement to CertsOnly-Portland@ebix.com; be sure to include the organization's unique identifier, which will be provided upon notice of award. 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).**
2. No work shall commence at any project site 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 RFP and/or contract period.
3. All policies providing liability coverage(s), other than professional liability and worker's compensation policies, obtained by the Contractor and any sub-contractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
4. If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.
5. Contracted vendor 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 Contractor from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Contractor of this requirement to provide notice.
6. Should the Contractor, 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 Contractor 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.
7. Each insurance policy shall include the following terms and/or conditions in the policy:
 - (1) The Named Insured on the Certificate of Insurance must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) 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.
 - (5) All policies shall be written on a primary, non-contributory basis.
 - (6) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

- (7) 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 contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.
- (8) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Contractor and sub-contractor(s).
8. The insurance requirements for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(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 Operations and Personal Injury. Commercial General Liability policy must not contain any sexual misconduct or physical abuse exclusions. If such exclusion is included in the policy, a separate Sexual Misconduct and Physical Abuse Liability Policy must be provided with the same limits as the Commercial General Liability Limits.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. If the business does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor 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", Contractor 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	\$ 2,000,000

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

For acceptance of Professional Liability coverage provided by subcontractor(s), all subcontracts between Proposer and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

- (E) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, 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

- (F) Property Insurance Contractor will be responsible for all damage to its own property, equipment and/or materials.

PINELLAS COUNTY RANKING

RFP TITLE: Services: Adult Drug Court Treatment Program
RFP #: 134-0267-P (KF)

GROUP 1		
Company Name	Point Total	Ranking
Westcare Gulfcoast-Florida, Inc	895.66	1
Curaparr Corporation d/b/a Center for Rational Living	864.50	2
Wayne A. Grosnick & Associates, PA d/b/a Solutions Behavioral Healthcare Consultants	0.00	N/A

GROUP 2		
Company Name	Point Total	Ranking
Westcare Gulfcoast-Florida, Inc	895.66	1
Curaparr Corporation d/b/a Center for Rational Living	864.50	2
Wayne A. Grosnick & Associates, PA d/b/a Solutions Behavioral Healthcare Consultants	0.00	N/A

GROUP 3		
Company Name	Point Total	Ranking
Westcare Gulfcoast-Florida, Inc	907.00	1
Curaparr Corporation d/b/a Center for Rational Living	0.00	N/A
Wayne A. Grosnick & Associates, PA d/b/a Solutions Behavior	0.00	N/A

GROUP 4		
Company Name	Point Total	Ranking
Westcare Gulfcoast-Florida, Inc	0.00	N/A
Curaparr Corporation d/b/a Center for Rational Living	0.00	N/A
Wayne A. Grosnick & Associates, PA d/b/a Solutions Behavior	899.50	1

GROUP 5 - NOT EVALUATED / NOT AWARDED		
Company Name	Point Total	Ranking
Westcare Gulfcoast-Florida, Inc	0.00	N/A
Curaparr Corporation d/b/a Center for Rational Living	0.00	N/A
Wayne A. Grosnick & Associates, PA d/b/a Solutions Behavior	0.00	N/A