

**BOARD OF COUNTY COMMISSIONERS**

**DATE:** June 23, 2015

**AGENDA ITEM NO.** 21

**Consent Agenda** ☐

**Regular Agenda** ☒

**Public Hearing** ☐

 **County Administrator's Signature:**

**Subject:**

Agreement with the Sixth Judicial Circuit of Florida for the Drug Court Expansion Program in Pinellas County.

**Department:**

Justice and Consumer Services

**Staff Member Responsible:**

Michael Cooksey, Director

**Recommended Action:**

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE AND EXECUTE THE AGREEMENT WITH THE SIXTH JUDICIAL CIRCUIT OF FLORIDA FOR THE DRUG COURT EXPANSION PROGRAM.

IT IS ALSO REQUESTED THE CHAIRMAN BE AUTHORIZED TO SIGN AND THE CLERK TO ATTEST.

**Summary Explanation/Background:**

The purpose of this Agreement is to provide the continuation of services and operation of the Drug Court Expansion Program (Program) for the period of July 1, 2015 to June 30, 2016. The Office of State Courts Administration (OSCA) is transitioning the Contracting and Fund Management responsibilities from OSCA to the Sixth Judicial Circuit.

The Program has been in place to benefit the residents of the County for the last five (5) years, and was initially funded by a federal grant which ended June 30, 2013. From July 1, 2013, to the present, the Florida Legislature has appropriated funds to ensure that the Program continues, so that non-violent felony adult offenders can continue to obtain needed treatment and rehabilitation services. Participant eligibility is determined by Court Administration and such determination is made in accordance with State Law and pursuant to Program guidelines.

While all County expenses are to be reimbursed by the State, the Board's approval of this agreement obligates funds in FY16 prior to FY16 budget adoption.

**Fiscal Impact/Cost/Revenue Summary:**

The Drug Court Expansion Program is funded by the State Legislature, and all associated services invoiced and paid by the County are fully reimbursed by the State. The amount of this Agreement is not to exceed \$950,000.00.

**Exhibits/Attachments Attached:**

Contract Review Transmittal Slip  
Agreement with the Sixth Judicial Circuit of Florida for the Drug Court Expansion Program  
Attachment A – Blank Form Project Expenditure Report Summary State of Costs

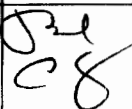

**NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP**

<b>PROJECT: Agreement with the Sixth Judicial Circuit for Drug Court Expansion Program</b>	
<b>CONTRACT NO.: N/A</b>	<b>ESTIMATED EXPENDITURE / REVENUE: 950,000.00</b> (Circle or underline appropriate choice above.)

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

**OTHER SPECIFICS RELATING TO THE CONTRACT:**

The purpose of this Agreement is to provide the continuation of services and operation of the Drug Court Expansion Program for the period of July 1, 2015 to June 30, 2016.

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
<b>Originator:</b> Michael Cooksey, Director, Justice & Consumer Services	5/21/15			
<b>Finance:**</b> Cassandra Williams	05/28/15	CW	Electronic review.	
<b>OMB:**</b> Bill Berger	05/27/15	BB	Electronic review.	
<b>Risk Mgmt:</b> Virginia Holscher	5/22/15	GW	Public Entity → Public Entity	
<b>Legal:</b> Carl Brody	5/28/15	CB		
<b>Assistant County Administrator:</b> Paul Sacco	6/1/15			

Please return to Justice & Consumer Services by May 26, 2015.  
All inquiries should be made to Marie Kingsbury, Ext. 4-6459.

\*\* See Contract Review Process

Revised 4.2015

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

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

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

On July 1, 2015, the Court expects to receive an appropriation of general revenue funds from the Florida Legislature ("Legislative Funds") for prison-bound offenders in post-adjudicatory drug court, including residential treatment services. The purpose of this Agreement is to transfer the Legislative Funds from the Court to the County to fund the treatment providers under contract with the County. In consideration of the mutual covenants and provisions contained herein, the Court and County agree as follows:

**SCOPE OF SERVICES**

1. From the Legislative Funds, the Court will reimburse the County for payment of services provided to the offenders in the Drug Court Expansion Program in Pinellas County for the period of July 1, 2015 through June 30, 2016, including expenditures for personnel in the County's Office of Justice and Consumer Services for administration of the Legislative Funds. The total amount of reimbursement for treatment services and personnel expenditures during the contract period shall not exceed \$950,000, and is contingent on the availability of funds appropriated by the Florida Legislature and the Court's approval of a budget. The Parties agree that the provision of these funds by the Court to the County is intended solely to provide the County with resources to fund treatment providers for the Drug Court Expansion Program and it will not give the Court any role in the County's contractual relationships with treatment providers. The Court will continue to determine offender eligibility in accordance with state law.

2. The County will provide or contract with service providers to provide licensed substance abuse treatment, drug testing, and ancillary services for adult offenders who are deemed eligible for the Drug Court Expansion Program pursuant to sections 397.334, 948.01, and 948.06, Florida Statutes, Sixth Judicial Circuit Administrative Orders 2009-074 PI-CIR and 2011-053 PI-CIR, and any subsequent Administrative Orders. Offenders shall be provided with all needed services identified, contingent upon those services being available in the community.

3. Services may include outpatient residential treatment for substance abuse and mental health disorders for the offender pursuant to an evidence-based assessment conducted by the treatment provider to determine the most appropriate treatment modality. Treatment services may also include, but are not limited to, costs for assessments, case management, operating expenses, and educational materials for staff. Ancillary services for offenders may include, but

are not limited to, bus passes, transitional housing, educational materials and services, and employment assistance.

## **BUDGET AND INVOICING PROCEDURES**

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

5. Contingent upon the receipt of Legislative Funds by the Court, the County will pay all treatment providers administering services to offenders in the Drug Court Expansion Program prior to reporting the expenditures to the Court for reimbursement. The County will submit monthly invoices to the Sixth Judicial Circuit's Trial Courts Administrator or her designee for review. Invoices will be submitted by the 20th day of the following month for services provided and program expenditures paid by the County for which reimbursement is requested. Final invoices for expenses incurred from July 1, 2015 through June 30, 2016 must be received no later than 30 days after the termination date of this Agreement.

6. Monthly invoices will be reported using the invoice templates included as Attachment A to this Agreement. All invoices must include record of payment with payment date and check number, and a record of type of service or expense claimed, including an invoice with the number of units, cost per unit, total cost, and number of clients served, if applicable. Salaries and benefits claimed must include a payroll record with the number of hours paid, hourly rate, copies of all timesheets, and the number of clients served by each employee, if applicable.

7. Monthly invoices will be reviewed by the Trial Courts Administrator or her designee for reimbursement from the Legislative Funds. Payments will be made in accordance with section 215.422, Florida Statutes. Only those expenditures included in the approved budget will be reimbursed, unless the expenditure was approved by the Court prior to submission of the invoice pursuant to Paragraph 4. The Court will not reimburse the County for any services rendered prior to the execution date or after the termination date of this Agreement.

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

## **RECORDS MAINTENANCE**

9. The County will take all appropriate measures to protect the privacy and confidential information obtained or created by the County during the course of its performance under this Agreement. All treatment records and information shall be subject to the confidentiality provisions of 42 U.S.C. § 290dd-2 (HIPPA) and Chapter 397 (Marchman Act).

10. The County will retain and maintain any and all documents, data, or other materials related to this Agreement for four years after final payment has been made under this Agreement and all pending matters have been closed. If an audit, litigation, or other action involving maintenance of the records commences prior to the end of the four year period, the County will maintain the records until the action is resolved.

#### **INSURANCE AND LIABILITY**

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

12. The County and Court agree to be responsible for their own acts of negligence, or their respective agents' act of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence to the extent permitted by section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of sovereign immunity by the County or the Court. Nothing herein shall be construed as consent by the County or Court to be sued by third parties in any manner arising out of this Agreement.

#### **CONTACT PERSONS**

13. In order to better effectuate this Agreement, the parties have designated the following persons to act as the point of contact:

- a. The Court designates Michelle Ardabily to act as its point of contact.
- b. The County designates Michael Cooksey to act as its point of contact.

#### **DISPUTES**

14. Should any disputes arise regarding this Agreement or disputes relating to a topic discussed in this Agreement, such disputes shall be resolved by the Court within a reasonable time of receiving written notice of the dispute.

#### **EFFECTIVE DATE**

15. This Agreement shall be effective from July 1, 2015 until June 30, 2016, or until legislative funds cease, or until the Parties terminate the Agreement. This Agreement may be renewed for additional terms, contingent upon the Florida Legislature's appropriation of additional funds to the Court for the Drug Court Expansion Program and the written agreement of the parties.

#### **ASSIGNMENT/TERMINATION**

16. Except as expressly provided by this Agreement, neither party may subcontract, assign, or transfer its rights or obligations under this Agreement without prior written consent of the other party.

17. Each party reserves the right to cancel this Agreement without cause by giving sixty (60) days written notice, or with cause if at any time a party fails to fulfill or abide by any

of the terms or conditions specified. Failure of a party to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and shall be cause for immediate termination of the Agreement at the discretion of the non-breaching party.

#### **ENTIRE AGREEMENT**

18. This Agreement constitutes the entire agreement between the parties regarding the Drug Court Expansion Program. The Agreement and attachments may only be amended in writing and signed by both parties.

19. Nothing contained in this Agreement changes or preempts any Constitutional or statutory responsibilities of the parties.

**ACCORDINGLY**, the parties hereto, through their lawful representative(s) hereby enter this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**Attest:**

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

\_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

**SIXTH JUDICIAL CIRCUIT COURT**

\_\_\_\_\_  
Trial Courts Administrator

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Chairman

Date: \_\_\_\_\_

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

  
\_\_\_\_\_  
Sr. Assistant County Attorney

Date: 5/28/15

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

County: Pinellas		Report/Invoice #	PIN	Period: /01/2015- /31/2015
Contractor:		Project Title: Florida Office of the State Courts Administrator Adult Post-Adjudicatory Drug Court Expansion Program		
Address: Mr. Ken Burke Clerk of the Circuit Court 14 S. Ft. Harrison Ave. 3rd Floor Clearwater, Florida 33755				
Phone: (727) 464-8300				
Budget Category				
Salaries and Benefits	\$0.00			
Contractual Services	\$0.00	<input type="checkbox"/> Charge to Cash Advance		
Expenses		Advance Received:		
Operating Capital Outlay		Previous Amount Applied to Advance:		
Indirect Costs		Current Amount Applied to Advance:		
Total Claim Amount	\$0.00	Advance Balance:		
I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.				
Date:	Signed:			
		Chief Financial Officer or Designated Representative <b>CLARETHA N. HARRIS</b>		
		Print name of Chief Financial Officer or Designated Representative		
Date:	Signed:			
		Trial Court Administrator or Designated Representative <b>MICHELLE A. ARDABILY</b>		
		Print name of Trial Court Administrator or Designated Representative		

## SALARY &amp; BENEFITS

Name of Employee:	Employee Title:	
Project Title: Florida Office of the State Courts Administrator Adult Post-Adjudicatory Drug Court Expansion Program		
Type of Work Performed on Project:	Administrative/Fiscal	
Number of Clients Served:		
	Regular Pay	Overtime Pay
		0.0
	\$0.00	\$0.00
<b>Charges To Project</b>	<b>\$0.00</b>	<b>\$0.00</b>
Benefits including Health Insurance, Life Insurance, Retirement, FICA		
Others		
Others Description - Total Amount of Salary and Benefits incurred over the contracted amount		
		\$0.00
<b>Total Benefits Charged to Project</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Charges to Project</b>	<b>\$0.00</b>	



**DETAILS OF OTHER PERSONAL/CONTRACTUAL SERVICES (OPS)**

County: Pinellas	Contract #:	Report/Invoice #	Period:
Project Title: Florida Office of the State Courts Administrator Adult Post-Adjudicatory Drug Court Expansion Program			Phone#: (727) 453-7441
Vendor:	Description of Services Provided (provide unit cost and number of clients served, if applicable)		Amount
	Subtotal		\$0.00

**DETAILS OF EXPENSE**

County: Pinellas	Contract #	Report/Invoice #	Period:
Project Title: Florida Office of the State Courts Administrator Adult Post-Adjudicatory Drug Court Expansion Program			Phone#: 727-453-7441
Vendor:	Description of Item	Amount	


**OPERATING CAPITAL OUTLAY**

County: Pinellas	Contract #:	Report/Invoice #	Period:
Project Title: Florida Office of the State Courts Administrator Adult Post-Adjudicatory Drug Court Expansion Program			Phone#: (727) 453-7441
Vendor:	Description of Property	Amount	
	Subtotal	\$0.00	

## INDIRECT COSTS

County: Pinellas	Contract #:	Report/Invoice #	Period:
Project Title: Florida Office of the State Courts Administrator Adult Post-Adjudicatory Drug Court Expansion Program			Phone#: (727) 453-7441
Vendor:	Description	Amount	
	Subtotal	\$0.00	
This column total appears on Summary Statement. Grand Total		\$0.00	