

Meeting Date
August 19, 2014



AGENDA	
Section	CONSENT
Item No.	II.B.1.

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	APPROVAL, RE: AGREEMENT WITH BREVARD COUNTY AND SPECIALIZED TREATMENT, EDUCATION, AND PREVENTION SERVICES, INC. (STEPS)
DEPT/OFFICE:	HOUSING AND HUMAN SERVICES DEPARTMENT

Requested Action:

It is requested that the Board of County Commissioners (BOCC) authorize the Chair to approve and execute an agreement between Brevard County and Specialized Treatment, Education, and Prevention Services, Inc. (S.T.E.P.S.); and further authorize the Chair, or designee, to execute future renewals of this agreement and any subsequent modifications and amendments, contingent upon approval of the County Attorney and Risk Management.

Summary Explanation & Background:

On November 13, 2012, the BOCC approved a three (3) year grant from the Department of Health and Human Services - Substance Abuse and Mental Health Services Administration (SAMHSA) for the Brevard Adult Drug Court Expansion and Enhancement of Substance Abuse Treatment (EESAT) and Pretrial Intervention (PTI) Program. The BOCC also approved a contract with Colonial Counseling Associates, Inc. (CCA) as the treatment provider for this grant. CCA was chosen by the Florida's Eighteenth Judicial Circuit as the treatment provider for the Adult Drug Court and was the primary service provider of substance abuse outpatient treatment services to adult criminal justice clients in Brevard County.

On July 26, 2013, Housing and Human Services was notified that the Eighteenth Judicial Circuit was terminating all services with Colonial Counseling Associates, Inc. effective October 1, 2013. The Eighteenth Judicial Circuit sent out a Request for Proposal (RFP) to replace CCA as the treatment provider under this grant. The Drug Court Policy Team was the chosen selection committee to decide on the new treatment provider and Community Treatment Center, Inc. (CTC) was awarded the RFP. As a result, on October 8, 2013, the BOCC approved a contract with CTC as the treatment provider for this grant.

Housing and Human Services has been notified that CTC is terminating its contract with Brevard County and its Memorandum of Agreement with the Eighteenth Judicial Circuit. Due to the termination of CTC, the Eighteenth Judicial Circuit reviewed its original solicitations and on July 14, 2014, the Eighteenth Judicial Circuit selected its second choice from the October 2013 RFP, Specialized Treatment, Education, and Prevention Services, Inc. (STEPS), as the treatment provider under this grant, effective August 23, 2014. The Brevard County Purchasing Services Department has approved the use of the second choice since the RFP was conducted less than one year ago.

(Continued on Page 2)

Clerk to the Board instruction: Please have Clerk attest and return to MS:82

Exhibits Attached: Original Agreements of Specialized Treatment, Education, and Prevention Services, Inc. (S.T.E.P.S.) agreement

Contract /Agreement (If attached)		Reviewed by County Attorney		Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager	Assistant County Manager	Department Director / Extension							
Stockton Whitten	Venetta Valdengo	Ian Golden/52007							

- STEPS has successfully been serving Central Florida residents to achieve and sustain sobriety, wellness, and crime-free lifestyles for over 30 years. STEPS will provide outpatient substance abuse treatment services, including evidence-based assessment, treatment, and case management to optimize the match between participants' needs and services offered. STEPS will reinforce treatment with a continuum of recovery supports, including transportation, incentives for achieving treatment and recovery milestones, family engagement in treatment and recovery to the extent possible and case management. Brevard County will partner with STEPS and Florida's Eighteenth Judicial Circuit Adult Drug Court.
- It is estimated that \$25,985 is remaining of the SAMHSA grant in treatment services for the current fiscal year (FY 13-14) and which will be allocated to STEPS as the primary service provider of substance abuse outpatient treatment services to adult criminal justice clients in Brevard County.
- Depending upon funding availability, approximately \$250,526 will be available in FY 14-15 for continued treatment services under the drug court grant.

The Housing and Human Services Department will continue to oversee the Brevard Adult Drug Court Expansion and Enhancement of Substance Abuse Treatment (EESAT) and Pretrial Intervention (PTI) Program. The Eighteenth Judicial Circuit will continue to serve as a referral source for potential participants.

Fiscal Impact: FY 13/14: There will be no fiscal impact to the General Fund. On October 1, 2013, \$304,209 in SAMHSA Grant Funds were budgeted in Fund 1700, Cost Center 316109 to be used exclusively for this program.

FY 14/15: There will be no impact to the General Fund. Upon receipt of SAMHSA Notice of Funding Award, \$304,209 in Grant Funds will be budgeted in Fund 1700, Cost Center 316109 to be used exclusively for this program.

Name: Ian Golden, Director

Phone: 633-2007



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

August 20, 2014

MEMORANDUM

TO: Ian Golden, Housing and Human Resources Director

RE: Item II.B.1, Agreement with Specialized Treatment, Education, and Prevention Services (STEPS), Inc., for Brevard Adult Drug Court Expansion and Enhancement of Substance Abuse Treatment (EESAT) and Pretrial Intervention Program (PTI)

The Board of County Commissioners, in regular session on August 19, 2014, executed Agreement with Specialized Treatment, Education, and Prevention Services, Inc.(STEPS) for the Brevard Adult Drug Court Expansion and Enhancement of Substance Abuse Treatment and Pretrial Intervention Program; and authorized the Chairman, or designee, to execute future renewals of this Agreement and any subsequent modifications and amendments, contingent upon approval of the County Attorney and Risk Management. Enclosed are original and two executed copies of the Agreement.

Upon execution by STEPS, please return the original Agreement to this office for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/clm

Encls. (3)

cc: Contracts Administration
Finance
Budget

**AGREEMENT
BETWEEN
BREVARD COUNTY
AND
SPECIALIZED TREATMENT, EDUCATION, AND PREVENTION SERVICES, INC.**

THIS AGREEMENT by and between the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter the County), and **Specialized Treatment, Education, and Prevention Services, Inc. (S.T.E.P.S.)**, a business having its primary business location at 1911 S. Apopka Blvd., Apopka, FL 32703, (hereinafter the Contractor).

WITNESSETH:

WHEREAS, the County is desirous of obtaining the services of a **Brevard Adult Drug Court Expansion and Enhancement of Substance Abuse Treatment (EESAT) and Pretrial Intervention (PTI) Program**, and

WHEREAS, the provision of such services shall mutually benefit the parties hereto and the residents of Brevard County, Florida.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **SCOPE OF THE SERVICE/WORK:** The Contractor shall furnish all personnel, labor, materials, equipment, machinery, tools, apparatus and transportation to perform all services specified in **Attachments A and A-1** (attached hereto and made a part hereof by this reference), hereinafter referred to as services.
2. **TERM:** The term of the Agreement shall begin August 23, 2014, and continue through September 30, 2015.
3. **COMPENSATION – AMOUNT AND METHOD:** For the work the Contractor provides under this Agreement, the County shall pay the Contractor an amount not to exceed **\$286,511 (based on availability of funding)** as identified in **Attachment B – Itemized Budget**. The Contractor shall be entitled to payment on a reimbursement basis as provided in **Attachment C – Conditions and Methods of Compensation**, to this Agreement and made a part of this Agreement by this reference. The County reserves the right to deduct from any Contractor invoices an amount for nonconforming or other work not included in the Scope of Services for those items outlined in Sec. 16(d), and for work not provided but invoiced. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

The Contractor shall use the County's designated **Request for Reimbursement Form (Attachment D)** to request payment. The Contractor shall request reimbursement on a **monthly** basis as provided. The **Performance and Measurable Outcomes Report (Attachment E)** shall be completed and submitted with each Request for Reimbursement form.

In addition to the above, each Request for Reimbursement form shall be accompanied by such documentation or data in support of expenses for which payment is sought, as the County may require. Each invoice shall bear the signature of the Contractor or his/her representative, which signature shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level as required in this agreement, have served a public purpose, have properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this agreement and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld.

The Contractor's final Request for Reimbursement is due on October 20, 2015.

4. **PROCUREMENT PROCEDURES.** The Contractor agrees to utilize the procurement procedures already established by the Contractor when purchasing eligible budgeted materials or services for said Contractor. If no formal procedures exist for the Contractor, the following County procedures should be utilized (if applicable):

- (a). If the purchase amount is less than \$750; no formal purchase procedures are required.
- (b). If the purchase amount is \$750 or more, the Contractor shall solicit formal written bids from a minimum of three (3) vendors.

(c) The Contractor shall maintain sufficient records to detail the significant history of procurement. These records shall include, but are not limited to: rationale for the method of procurement, selection of vendor and basis for the solicited prices. The Contractor shall encourage the solicitation of quotations for purchases from minority- and women-owned business enterprises.

5. **INDEMNIFICATION:** The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused, in part, by a party indemnified there under. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial Contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

6. **MODIFICATIONS TO CONTRACT:** This Agreement, together with any attachments, task assignments and schedules constitute the entire Agreement between the County and the Contractor and supersedes all prior written or oral understandings. This Agreement and any attachments, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto. The Director of Housing and Human Services shall have authority to execute modifications up to \$24,999. For any modification that exceeds \$24,999.00, the Chair of the Board of County Commissioners or County Manager shall have the authority to execute the modification.

7. **INSURANCE:** The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

(a). **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence.

(b). **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage per accident.

(c). **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law shall be provided.

(d). **Professional Liability Insurance:** Professional liability insurance, in an amount not less than \$1,000,000 per claim, to cover its liabilities arising from activities performed under this Agreement.

(e). **Insurance Certificates:** The Contractor shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

8. **ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

9. **GOVERNING LAW:** This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

10. **COMPLIANCE WITH STATUTES:** It shall be the Contractor's responsibility to be aware of and comply with all federal, state and local laws. (See Attachment F – SAMHSA Requirements)

11. **COMPLIANCE WITH ADA OF 1990:** The Contractor must comply with the American with Disabilities Act of 1990 (PL101 -336), as amended and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the County from and against and any and all liability for any noncompliance on the part of the Contractor.

12. **VENUE:** Venue for any legal action by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

13. **ASSIGNMENTS:** Contractor shall not assign any portion of this Agreement without the written permission of the County.

14. **TERMINATION:** If party fails or refuses to perform any of the provisions of this Agreement or otherwise fails to timely satisfy the Agreement provisions, either may notify the other party in writing of the nonperformance and terminate the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. Such termination is effective upon the party's receipt of the Notice of Termination. Any work completed or services provided prior to the date of termination shall, at the option of the County, become the property of the County. The County is only responsible for payment for services provided prior to the effective date of termination. The County may also terminate this Agreement with twenty-four (24) hours written notice based upon our availability of funds as determined by evaluation of the departmental expenditure goals and regulatory compliance by the Director, Housing & Human Services Department.

15. **INDEPENDENT CONTRACTOR:** The Contractor shall perform the services under this Agreement as an independent Contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the County.

16. **RECORDS AND REPORTS:** In the performance of this Agreement, the Contractor shall comply with the following terms, if applicable:

(a). **RIGHT TO AUDIT:** The Contractor shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Contractor for a period of five (5) years after termination of this Agreement. All records, books and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by Contractor in the United States or any other country. All records or documents created by the County or provided to Specialized Treatment, Education and Prevention Services, Inc. (S.T.E.P.S.), by the County in connection with activities or services provided by Specialized Treatment, Education and Prevention Services, Inc. (S.T.E.P.S.) under the terms of this agreement, are public records and Specialized Treatment, Education and Prevention Services, Inc. (S.T.E.P.S.) agrees to comply with any request for such public records or documents made in accordance with section 119.07 Florida Statutes.

(b). **AUDIT REQUIREMENTS:** If Specialized Treatment, Education and Prevention Services, Inc. (S.T.E.P.S.) is a local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that Specialized Treatment, Education and Prevention Services, Inc. (S.T.E.P.S.) expends \$500,000 or more in Federal awards in its fiscal year, Specialized Treatment, Education and Prevention Services, Inc. (S.T.E.P.S.) must have a single or program-specific audit conducted in accordance with the Single Audit Act Amendments of 1996, and OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, Specialized Treatment, Education and Prevention Services, Inc. (S.T.E.P.S.) shall consider all sources of Federal awards, including Federal resources received from the County. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Operating Agency conducted by an independent certified public accountant (IPA) licensed under Chapter 473, Florida Statutes, in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph. If the Operating Agency Inc. expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Agency, expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from the Operating Agency's resources obtained from other than Federal entities).

In accordance with OMB Circular A-133, as revised, if applicable, Specialized Treatment, Education and Prevention Services, Inc. (S.T.E.P.S.) shall submit to the County a copy of the audit and all related responses within one hundred twenty (120) days after termination of this Agreement. If unable to meet the audit deadline, the Operating Agency must submit a written request for an extension approval by the Director of Housing & Human Services Department to the following address:

Brevard County Housing and Human Services Department
Ian Golden, Director
2725 Judge Fran Jamieson Way, Building B
Viera, Florida 32940

The Contractor shall also provide the County with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement. The Contractor is requested to provide copies of any monitoring conducted during the term of this Agreement, conducted by any agency or agent, and agency responses to such audits or monitoring within 30 days of receipt in order to facilitate county monitoring requirements. All information shall be sent to address as shown above.

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the County or its designee, the Comptroller, or the Funding Agency access to such records upon request. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved. The agency shall ensure that audit working papers are made available to the County, or its designee, the Comptroller, or Funding Agency upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the County.

In the event the audit shows that any or all of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Contractor shall reimburse the County of all such funds within thirty (30) days after the County has notified the Contractor in writing of such noncompliance.

(c). **MONITORING:** The County will monitor the Contractor's performance during the second quarter of the Agreement period and as necessary throughout the Agreement period to ensure compliance with all contractual requirements.

(d). **REPORTS:** The Contractor shall submit **monthly** reports within twenty (20) calendar days after the end of the month for which the Contractor is requesting reimbursement using **Performance & Outcome Report Form (Attachment E)** to assist the County in determining whether measurable outcomes are being met. Contractor will also meet and maintain and/or exceed the SAMHSA required Government Performance Results Act (GPRA) three month and six month follow-up rates of 80%. Brevard County reserves the right to withhold ten percent (10%) of each payment request due to the Contractor, for failure to meet outcomes or the aforementioned GPRA follow-up rates for three month and six month or failure to submit required monthly reports in a timely manner. Any withheld amount will be remitted to the Contractor upon receipt of documentation that outcomes are being met or upon receipt of the required monthly reports.

17. **PUBLIC RECORDS:** For the purposes of this section, the term:

(a). "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b). "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a). Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b). Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d). Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

18. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act (INA). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

19. **FEDERAL TAX ID NUMBER:** The Contractor shall provide to the County their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

20. **CONFLICT OF INTEREST:**

(a) The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this Agreement without written consent from the County.

(b) The Contractor shall not accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements.

(c) The Contractor shall not award a contract or subcontract under this Agreement to any company who the Contractor has a financial or any other interest in, including but not limited to employing an employee of the Contractor or any member of an employee's, agents, or officer's immediate family.

(d) No Contractor, including officers, employees, agents, consultants or elected or appointed officials, may occupy a unit unless approved by the County.

21. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

22. **INFORMATION RELEASE/GRANTOR RECOGNITION:** News releases, publicity releases, or advertisements relating to this Agreement or the tasks or projects associated with the project, shall be submitted in writing to the County and be approved in advance of any release or publication. Any release or advertisement advertising or publicizing the lease shall be approved by the County in advance. Releases shall identify the funding entity as well as the funding source.

23. **DEBARMENT AND SUSPENSION:** Brevard County will not intentionally award contracts to any agency or its Contractors and/or subcontractors that:

(a) Have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local Department or agency;

(b) Have, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) above; and

(d) Have, within a three (3) year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

(e) **Specialized Treatment, Education and Prevention Services, Inc. (S.T.E.P.S.)** has provided the County with a Certification Regarding Debarment and Suspension. In accordance with the Certification Regarding Debarment and Suspension **Specialized Treatment, Education and Prevention Services, Inc. (S.T.E.P.S.)** will provide the County with the same document completed for all lower tier covered transactions, such as transactions with sub-grantees and/or Contractors and/or subcontractors, and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

24. **CONSTRUCTION OF AGREEMENT:** The parties hereby acknowledge that they fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

25. **SEVERABILITY:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

26. **ATTACHMENTS:** In the performance of this Agreement, the Contractor shall comply with the following attachments:

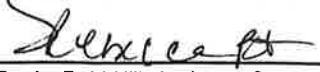
Attachment A:	Scope of Service
Attachment A1:	Program Logic Model and Evaluation Plan
Attachment B:	Itemized Budget
Attachment C:	Conditions and Methods of Compensation
Attachment D:	Request for Reimbursement Form
Attachment E:	Performance and Measurable Outcome Report
Attachment F:	SAMHSA Requirements

27. **NOTICE:** Notice under this Agreement shall be given by certified mail or hand delivery as follows: Mr. Ian Golden, Director, Housing and Human Services Department, 2725 Fran Jamieson Way, Building B, Viera, Florida, 32940 and Notice shall be given to the Contractor by certified mail or hand delivery as follows: Notice shall be given to the Contractor by certified mail or hand delivery as follows: Ms. Kathleen Turner, Executive Director, Treatment, Education and Prevention Services, Inc. (S.T.E.P.S.), 1911 S Apopka Blvd., Apopka, FL 32703.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

REVIEWED FOR LEGAL FORM AND CONTENT:

By: 
Becky Behl-Hill, Assistant County Attorney

Date: 8/14

ATTEST:

By: 
Scott Ellis, Clerk

**BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA**

By: 
Mary Bolin Lewis, Chairperson

Date: August 19, 2014

As approved by Board on: 8/19/2014

WITNESS:

Signature

Name and Title, Typed or Printed

CONTRACTOR

By: _____
Signature

Date: _____

Kathleen Turner, Executive Director
Name & Title, Typed or Printed

S.T.E.P.S., Inc.
Name of Company

1911 S Apopka Blvd.
Mailing Address

Apopka, FL 32703
City, State, Zip Code

407-884-2125
Area Code/Telephone Number

ATTACHMENT A
SCOPE OF SERVICE
BREVARD ADULT DRUG COURT EXPANSION AND ENHANCEMENT OF SUBSTANCE ABUSE
TREATMENT (EESAT) and PRETRIAL INTERVENTION (PTI) PROGRAM

Specialized Treatment, Education, and Prevention Services, Inc. will provide outpatient substance abuse treatment services to clients participating in the Brevard County Drug Expansion and Enhancement of Substance Abuse Treatment (EESAT) and Pretrial Intervention (PTI) Program as described in the grant application (designated as grant #TI024200). Services will be offered throughout Brevard County.

With the enhancement and expansion of services Specialized Treatment, Education, and Prevention Services, Inc. will provide treatment slots for current and/or new individuals who are identified as those continuing to commit crimes and have a drug abusing lifestyle (substance abuse/addicts) with priority to individuals who have been sentenced to community supervision and are referred to Drug Court following a technical violation.

The overriding goal of the EESAT and PTI Program is to stop the abuse of alcohol and other drugs by adult offenders and increase public safety by stopping drug-related criminal behavior. These goals are accomplished by building a sustainable system of care for adult persons needing treatment services.

Service enhancement includes evidence-based assessment, treatment, and case management to optimize the match between participants' needs and services offered. To enhance services, Specialized Treatment, Education, and Prevention Services, Inc. will implement systematic assessment of offenders' risk for drug use and drug-related crime and will individualize treatment planning in accordance with the assessment results. Revisions to the service delivery protocols will be facilitated and monitored through the exclusive use of electronic records for real-time data entry, analysis, and reporting to quickly gauge and respond to observed outcomes.

Specialized Treatment, Education, and Prevention Services, Inc. will reinforce treatment with a continuum of recovery supports. Activities will include transportation to enable participants to meet treatment commitments and be linked to supportive community-based services, incentives for achieving treatment and recovery milestones, family engagement in treatment and recovery to the extent possible, and case management to assist clients to develop individual networks of community-based recovery support.

ATTACHMENT A-1 – PROGRAM LOGIC MODEL AND EVALUATION PLAN

Agency Name: Specialized Treatment, Education, and Prevention Services, Inc.

Program Name: Brevard Drug Court Expansion and Enhancement of Substance Abuse Treatment (EESAT) and Pretrial Intervention (PTI) Program

Focused Care Area: Brevard County

Have you made any changes to the *program logic model*? Yes No **Date Revised:** _____

Table 1: Data collection and reporting plan for performance measures

Objective	Data Element	Measures	Data Sources	Timeline for Data Collection	Responsible Party	Data Analysis
1-Increase admissions	Client enrollment	Number of drug court contracts executed	EHR	Baseline established from prior year at start of new program. Subsequent client enrollments and discharges entered into EHR as they occur. Program census tallied and reported on demand.	Treatment Provider	Descriptive statistics will be used to summarize enrollment and discharge counts, present attrition rate, and present consumers' demographic information. Qualitative discussion will describe individual, environmental, and treatment factors contributing to observed outcomes.
2-Reduce attrition	Treatment status at discharge	Number of program admissions, number of program discharges by type, i.e., successful completion/graduation or early termination/unsuccessful	EHR			

Table 1: Data collection and reporting plan for performance measures

Objective	Data Element	Measures	Data Sources	Timeline for Data Collection	Responsible Party	Data Analysis
3-Reduce recidivism	Criminal recidivism	Arrests occurring after enrollment in Drug Court	Brevard County Detention Center's arrest reports, Community Supervision Officers' reports, participants' self-report during case management and at follow-up	Quarterly	Evaluator, counselors	Descriptive statistics will be used to summarize numbers and percentages of Drug Court participants who have new arrests. Qualitative discussion will describe factors contributing to observed outcomes.
4-Decrease drug use	Substance abuse	Positive drug tests occurring after enrollment in Drug Court	EHR documenting drug test results	2x/week to monthly depending upon treatment stage and random selection process	Counselors, UA Techs	Descriptive statistics will be used to summarize numbers and percentages of Drug Court participants who test positive. Qualitative discussion will describe factors contributing to observed outcomes.
5- Increase participation among indigent persons	Access to care	Number of enrolled individuals who have been declared indigent by the court	Participant demographic, financial screening, and case notes from EHR	Quarterly	Counselor, Evaluator	Descriptive statistics will be used to summarize numbers, percentages, and demographics of persons enrolled. Qualitative

Table 1: Data collection and reporting plan for performance measures

Objective	Data Element	Measures	Data Sources	Timeline for Data Collection	Responsible Party	Data Analysis
						discussion will describe factors contributing to observed outcomes.

ATTACHMENT B
ITEMIZED YEAR BUDGET

NAME OF ORGANIZATION: SPECIALIZED TREATMENT, EDUCATION AND PREVENTION SERVICES, INC. (S.T.E.P.S.)

NAME OF PROGRAM: BREVARD ADULT DRUG COURT EXPANSION AND ENHANCEMENT OF SUBSTANCE ABUSE TREATMENT (EESAT) AND PRETRIAL INTERVENTION (PTI) PROGRAM

Salary	
Counselor II (100%)	\$36,175
Counselor II (50%)	\$18,085
Van Driver/UA Tech (100%)	\$25,000
Van Driver/UA Tech (100%)	\$25,000
SUBTOTAL	\$104,260
Fringe Benefits	
FICA, Social Security Tax, Health Insurance, Retirement, Workman's Compensation, and Life Insurance	\$17,505
Travel	
(Local – 150 miles per month x .565 per mile x 52)	\$4,407
MRT Training (for two counselors)	\$1,500
SUBTOTAL	\$5,907
Equipment Purchase, Rental and Maintenance:	
Van lease for 15 passenger van (\$685/mo x 13)	\$8,905
Gasoline for 15 passenger van (\$650/ mo x 13)	\$8,450
SUBTOTAL	\$17,355
Supplies	\$1,200
Telecommunications	\$1,800
Direct Program Costs (Assistance to Individuals):	
Treatment:	
Assessment: \$45 per assessment x 45 clients	\$2,025
Group Session: \$15 per session x 45 clients x 80 group sessions	\$54,000
Individual Session: \$20 per session x 45 clients x 13 session	\$11,700
Norchem Urinalysis Tests (\$14.98 x 4,550)	\$68,159
Client Incentives	\$1,100
MRT Workbook: \$25 per book x 60 clients	\$1,500
SUBTOTAL	\$138,484
TOTAL CONTRACTUAL	\$286,511

ATTACHMENT C
CONDITIONS AND METHOD OF COMPENSATION
BREVARD ADULT DRUG COURT EXPANSION AND ENHANCEMENT OF SUBSTANCE ABUSE TREATMENT
(EESAT) AND PRETRIAL INTERVENTION (PTI) PROGRAM

The Contractor, **Specialized Treatment, Education and Prevention Services, Inc.** shall be paid a total sum not to exceed **\$286,511** in **Federal SAMHSA** program funds for the services specified under this agreement. Compensation shall be allowed on a **unit cost reimbursement basis**.

In every case payment will be made subject to the receipt of the **Request for Reimbursement form, Attachment "D"**, specifying and certifying the expenses incurred and expended in conformance with this Agreement for the preceding month and that the Contractor is entitled to receive the amount requisitioned under the terms of this Agreement.

The final Reimbursement Request shall be submitted no later than **October 20, 2015**. Any **Federal SAMHSA** program funding covered by this agreement not expended on eligible activities by **September 30, 2015** shall revert to the County.

The Contractor shall not request reimbursement from the County for services, which have been committed to be paid by another source of revenue.

The Contractor shall notify the County in writing within 15 days of execution of this Agreement of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

CONDITIONS OF REIMBURSEMENT:

Reimbursement is contingent upon:

- a) The receipt and approval of all documentation as required by this agreement.
- b) The satisfactory evaluation of the Contractor by the Housing and Human Services Department.
- c) Compliance with all other terms as stated in this Agreement.

METHOD OF REIMBURSEMENT REQUESTS: The Contractor shall comply with cost principles as established in **Office of Management & Budgets (OMB) Circular A-122 for Non-Profit Organizations**. The following pertains to Requests for Reimbursement:

- a) The County shall reimburse the Contractor for all approved budgeted costs outlined in the **Itemized Costs/Units Budget Form, Attachment B**, as permitted by Federal, State, and County regulations and policies.
- b) The **Request For Reimbursement Form Attachment D** should be submitted with proper documentation attached, including, but not limited to, a copy of all invoices, times cards, computer printouts and checks, payroll information, reports or any other applicable information needed as determined by the Housing & Human Services Department staff for activities and materials for which reimbursement is requested.
- c) Requests for Reimbursement shall be submitted **monthly**. Reimbursement requests must be submitted to the Housing and Human Services Department for approval within **twenty (20) calendar days after the end of the month** for which the Contractor is requesting reimbursement. Upon approval, Housing & Human Services Department staff shall authorize Brevard County Finance Department to make the applicable reimbursement.

ATTACHMENT D
HOUSING AND HUMAN SERVICES DEPARTMENT
REQUEST FOR REIMBURSEMENT FORM

REVIEWED BY: _____	
CONTRACT/PROJECT MONITOR: <u>Sandra Urban</u>	
FINANCIAL APPROVAL: _____	
BUSINESS AREA: <u>1700</u>	COST CENTER: <u>316109</u>
G.L. ACCOUNT: <u>5340000</u>	
VENDOR# <u>9965</u>	P.O.#: _____
DOC.#: _____	
AMOUNT: \$ _____	
APPROVED FOR PAYMENT BY: _____	
AUTHORIZED SIGNATURE DATE	
FUNDING SOURCE:	SAMHSA GRANT - EESAT/PTI (Drug Court 4)
NAME OF ORGANIZATION:	S.T.E.P.S., INC.
CONTACT PERSON:	KATHLEEN TURNER, EXECUTIVE DIRECTOR
PROGRAM ADDRESS:	803 N Fiske Blvd, Suite A, Cocoa and 1751 Sarno Rd, Suite 221, Melbourne
MAILING ADDRESS: (if different from program address)	1991 S Apopka Blvd., Apopka, FL 32703
E-MAIL ADDRESS:	ktstepsinc@aol.com
TELEPHONE NUMBER:	(407) 522-2144
REQUEST DATE:	
REQUEST NUMBER:	
FINAL PAYMENT REQUEST:	YES / NO
FUNDS ARE HEREBY REQUESTED FOR THE FOLLOWING:	
▪ Salaries	\$0.00
▪ Fringe Benefits	\$0.00
▪ Travel	\$0.00
▪ Equipment	\$0.00
▪ Supplies	\$0.00
▪ Telecommunications	\$0.00
▪ Direct Program Costs	\$0.00
▪ TOTAL AMOUNT TO BE PAID	\$0.00
I certify the services itemized on the authorization invoice have been provided and are a proper charge against the Brevard Adult Drug Court Expansion and Enhancement of Substance Abuse Treatment (EESAT) and Pretrial Intervention (PTI) funds appropriate for this program.	
AUTHORIZED SIGNATURE:	

REQUEST FOR REIMBURSEMENT / PAGE TWO

Salary Expense

Employee/Title	Period Ending	Check Date	Check No.	Amount

Total Amount Expended: \$0.00
 Summary:
 ♦ Total Budgeted \$104,260.00
 ♦ Total Previous \$0.00
 ♦ Total This Request \$0.00
 ♦ Remaining Funds \$104,260.00

Fringe Benefits Expense

Employee/Title	Period Ending	Check Date	Check No.	Amount

Total Amount Expended: \$0.00
 Summary:
 ♦ Total Budgeted \$17,505.00
 ♦ Total Previous \$0.00
 ♦ Total This Request \$0.00
 ♦ Remaining Funds \$17,505.00

REQUEST FOR REIMBURSEMENT / PAGE THREE

Travel Expense

Employee/Title	Date of Travel	Check No.	Check Date	Amount

Total Amount Expended: \$0.00

Summary:

- ◆ Total Budgeted \$5,907.00
- ◆ Total Previous \$0.00
- ◆ Total This Request \$0.00
- ◆ Remaining Funds \$5,907.00

Equipment Expense

Vendor	Invoice Date	Invoice No.	Check No.	Amount

Total Amount Expended: \$0.00

Summary:

- ◆ Total Budgeted \$17,355.00
- ◆ Total Previous \$0.00
- ◆ Total This Request \$0.00
- ◆ Remaining Funds \$17,355.00

REQUEST FOR REIMBURSEMENT / PAGE FOUR

Supplies Expense

Vendor	Invoice Date	Invoice No.	Check No.	Amount

Total Amount Expended: \$0.00

Summary:

- ◆ Total Budgeted \$1,200.00
- ◆ Total Previous \$0.00
- ◆ Total This Request \$0.00
- ◆ Remaining Funds \$1,200.00

Telecommunications Expense

Vendor	Invoice Date	Invoice No.	Check No.	Amount

Total Amount Expended: \$0.00

Summary:

- ◆ Total Budgeted \$1,800.00
- ◆ Total Previous \$0.00
- ◆ Total This Request \$0.00
- ◆ Remaining Funds \$1,800.00

REQUEST FOR REIMBURSEMENT / PAGE FIVE

Direct Program Costs (Assistance to Individuals)

Date of Service	No. of Clients	Type of Service	Amount per Service Provided	Total Amount (# of clients X Amount per Service Provided = Total Amount)
		Assessment	\$45.00	\$0.00
		Group	\$15.00	\$0.00
		Individual	\$20.00	\$0.00
		Drug Test Kits	\$14.98	\$0.00
		Cleint Incentives	\$10.00	\$0.00
		MRT Workbooks	\$25.00	\$0.00

Total Amount Expended: \$0.00

Summary:

- ◆ Total Budgeted \$138,484.00
- ◆ Total Previous \$0.00
- ◆ Total This Request \$0.00
- ◆ Remaining Funds \$138,484.00

YEAR TO DATE EXPENSES:

Previous Expenses:	\$0.00	Beginning Budget:	\$286,511.00
Current Expenses:	\$0.00	Total YTD Expenses:	\$0.00
Remaining Funds:	\$286,511.00		

REQUEST FOR REIMBURSEMENT / PAGE FSIX

#	Date of Request	Amount Requested	Expended YTD	% YTD	Balance YTD
					\$286,511.00
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					

ATTACHMENT E

NAME OF ORGANIZATION: SPECIALIZED TREATMENT, EDUCATION, AND PREVENTION SERVICES, INC.
NAME OF PROGRAM: BREVARD COUNTY ADULT DRUG COURT EXPANSION AND ENHANCEMENT OF
SUBSTANCE ABUSE TREATMENT (EESAT) AND PRETRIAL INTERVENTION (PTI) PROGRAM

BREVARD COUNTY
HOUSING AND HUMAN SERVICES DEPARTMENT
PERFORMANCE AND MEASURABLE OUTCOME REPORTS
(Reports must be submitted with each Request for Reimbursement)

Date: _____

Funding Source: **Brevard Adult Drug Court Expansion and Enhancement of
Substance Abuse Treatment (EESAT) and Pretrial Intervention (PTI)**

Name of Agency: Specialized Treatment, Education, and Prevention Services, Inc.

Name of funded program: Substance Abuse Services

Reporting Period: From: _____ To: _____

Authorized Signature and Title: _____

1. Amount of funds expended this month: \$ _____

2. Amount of funds expended to date: \$ _____

3. Please state the progress achieved towards accomplishments outlined in your scope of work and/or services.

4. Please state any problem(s) your organization may be experiencing in regards to completing the accomplishments outlined in your scope of work and/or services, and a plan(s) to resolve the problem(s).

5. Has your organization experienced any (key) programmatic turnover? Yes _____ No _____
If yes, please explain.

6. Did the agency leverage funding this quarter? Yes _____ No _____ If yes explain:
• Labor (hourly rate \$ _____ X _____ Hours) \$ _____
• Equipment & Supplies \$ _____
• Funding \$ _____
• Etc. \$ _____
Total Leveraged \$ _____

7. Please List any other funding your agency is currently receiving:
• Other Federal Funding \$ _____
• Other State Funding \$ _____
• Other Local Funding \$ _____
• Private Funding \$ _____
Total Funding \$ _____

ATTACHMENT E

NAME OF ORGANIZATION: Specialized Treatment, Education, and Prevention Services, Inc.

NAME OF PROGRAM: Brevard Drug Court Expansion and Enhancement of Substance Abuse Treatment (EESAT) and Pretrial Intervention (PTI) Program

FY 2013/2015 MEASURABLE OUTCOMES	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	YTD
100% of new, unduplicated indigent clients will participate in the Brevard County Drug Expansion and Enhancement of Substance Abuse Treatment (EESAT) Program															0
# of clients will show a reduction in use while participating in the program.															
# of clients will not reoffend and/or use drugs while participating in the program.															
# of program participants that successfully complete the program.															0
Clients that received a six (6) month follow-up GPRR interview (within 5-8 months) upon intake GPRR (at least 80%)															0

Signature: _____

Note: Report must be submitted along with your request for reimbursement within 20

**ATTACHMENT F
SAMHSA REQUIREMENTS
BREVARD ADULT DRUG COURT EXPANSION AND ENHANCEMENT OF SUBSTANCE ABUSE
TREATMENT (EESAT) AND PRETRIAL INTERVENTION (PTI) PROGRAM**

TITLE 45 - PUBLIC WELFARE

SUBTITLE A - DEPARTMENT OF HEALTH AND HUMAN

CHAPTER I - SERVICES, GENERAL ADMINISTRATION

SUBCHAPTER A - GENERAL ADMINISTRATION

PART 74 - UNIFORM ADMINISTRATIVE REQUIREMENTS FOR AWARDS AND SUBAWARDS TO INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, OTHER NONPROFIT ORGANIZATIONS, AND COMMERCIAL ORGANIZATIONS

subpart c - POST - AWARD REQUIREMENTS

74.44 - Procurement procedures.

(a) All recipients shall establish written procurement procedures. These procedures shall provide for, at a minimum, that: (1) Recipients avoid purchasing unnecessary items; (2) Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the recipient and the Federal Government; and (3) Solicitations for goods and services provide for all of the following: (i) A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.

(ii) Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.

(iii) A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.

(iv) The specific features of brand name or equal descriptions that bidders are required to meet when such items are included in the solicitation.

(v) The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.

(vi) Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

(b) Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of HHS awards shall take all of the following

FY 2013-2015 Brevard County Agreement

Specialized Treatment, Education, and Prevention Services, Inc.

steps to further this goal.

(1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

(2) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

(3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

(4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

(5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

(c) The type of procuring instruments used (e.g., fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The cost-plus-a-percentage-of-cost or percentage of construction cost methods of contracting shall not be used.

(d) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources. In certain circumstances, contracts with certain parties are restricted by agencies' implementation of E.O.s 12549 and 12689, Debarment and Suspension. (See 45 CFR part 76.) (e) Recipients shall, on request, make available for the HHS awarding agency, pre-award review, procurement documents such as requests for proposals or invitations for bids, independent cost estimates, etc., when any of the following conditions apply: (1) A recipient's procurement procedures or operation fails to comply with the procurement standards in this Part.

(2) The procurement is expected to exceed the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently \$100,000) and is to be awarded without competition or only one bid or offer is received in response to a solicitation.

(3) The procurement, which is expected to exceed the simplified acquisition threshold specifies a brand name product.

(4) The proposed award over the simplified acquisition threshold is to be awarded to other than the apparent low bidder under a sealed bid procurement.

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the simplified acquisition threshold.

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM



SECTION I

The following information must be completed on all new contracts submitted to the Board.

1. Contractor: Specialized Treatment, Education, and Prevention Services, Inc.	
2. Fund/Account #: 1700/316109	Division Name: Community Corrections
4. Contract Description: Brevard Adult Drug Court Expansion and Enhancement of Substance Abuse Treatment (EESAT) and Pretrial Intervention (PTI) Program Contract	
5. Contract Monitor: Sandra Urban	6. Mail Stop #: 82
7. Dept./Office Director: Ian Golden	8. Contract Type: Services
ACTION DATE: ASAP	ACTION REQUIREMENT: Review and approval

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	✓	_____		8/4/14
Risk Management	✓	_____		8/5/14
County Attorney	_____	_____	_____	_____

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form to department for contract to be entered into the Contract Management System. See AO-29 for additional information.

AO-29: EXHIBIT I

Handwritten notes:
 AS 7/30/14
 AS 7/29/14

PC 509-108-000
 R01D-B01P-015-14

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

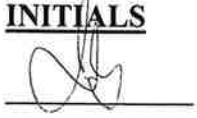

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ACTION DATE: ASAP	ACTION REQUIREMENT: Review and approval

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	✓ _____	_____ _____	 _____	8/4/14 _____
Risk Management	_____ _____	_____ _____	_____ _____	_____ _____
County Attorney	✓ _____	_____ _____	 _____	8/4/14 _____

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form to department for contract to be entered into the Contract Management System. See AO-29 for additional information.

AO-29: EXHIBIT I

7/29/14
ASB 7/29/14



BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

**INTER-OFFICE
MEMORANDUM**

TO: John Lynch
Clerk to the Board

FROM: Sandra Urban, Contract Administrator *SU*
Housing and Human Services Department

DATE: September 16, 2014

SUBJECT: FY 2013-2015 SAMHSA Contracts

Attached please find the original contract for your records:

- **S.T.E.P.S., Inc.**– *Brevard County Adult Drug Court Expansion and Enhancement of Substance Abuse Treatment Program*

If you have any questions, please call me at extension 56002.

Thank you.

*8-19-14
file*



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

August 20, 2014

MEMORANDUM

TO: Ian Golden, Housing and Human Resources Director

RE: Item II.B.1, Agreement with Specialized Treatment, Education, and Prevention Services (STEPS), Inc., for Brevard Adult Drug Court Expansion and Enhancement of Substance Abuse Treatment (EESAT) and Pretrial Intervention Program (PTI)

The Board of County Commissioners, in regular session on August 19, 2014, executed Agreement with Specialized Treatment, Education, and Prevention Services, Inc.(STEPS) for the Brevard Adult Drug Court Expansion and Enhancement of Substance Abuse Treatment and Pretrial Intervention Program; and authorized the Chairman, or designee, to execute future renewals of this Agreement and any subsequent modifications and amendments, contingent upon approval of the County Attorney and Risk Management. Enclosed are original and two executed copies of the Agreement.

Upon execution by STEPS, please return the original Agreement to this office for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge

Tammy Etheridge, Deputy Clerk

/clm

Encls: (3)

cc: Contracts Administration
Finance
Budget

RECEIVED

AUG 25 2014

HOUSING/HUMAN SERV

**AGREEMENT
BETWEEN
BREVARD COUNTY
AND
SPECIALIZED TREATMENT, EDUCATION, AND PREVENTION SERVICES, INC.**

THIS AGREEMENT by and between the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter the County), and **Specialized Treatment, Education, and Prevention Services, Inc. (S.T.E.P.S.)**, a business having its primary business location at 1911 S. Apopka Blvd., Apopka, FL 32703, (hereinafter the Contractor).

WITNESSETH:

WHEREAS, the County is desirous of obtaining the services of a **Brevard Adult Drug Court Expansion and Enhancement of Substance Abuse Treatment (EESAT) and Pretrial Intervention (PTI) Program**, and

WHEREAS, the provision of such services shall mutually benefit the parties hereto and the residents of Brevard County, Florida.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **SCOPE OF THE SERVICE/WORK:** The Contractor shall furnish all personnel, labor, materials, equipment, machinery, tools, apparatus and transportation to perform all services specified in **Attachments A and A-1** (attached hereto and made a part hereof by this reference), hereinafter referred to as services.
2. **TERM:** The term of the Agreement shall begin August 23, 2014, and continue through September 30, 2015.
3. **COMPENSATION – AMOUNT AND METHOD:** For the work the Contractor provides under this Agreement, the County shall pay the Contractor an amount not to exceed **\$286,511 (based on availability of funding)** as identified in **Attachment B – Itemized Budget**. The Contractor shall be entitled to payment on a reimbursement basis as provided in **Attachment C – Conditions and Methods of Compensation**, to this Agreement and made a part of this Agreement by this reference. The County reserves the right to deduct from any Contractor invoices an amount for nonconforming or other work not included in the Scope of Services for those items outlined in Sec. 16(d), and for work not provided but invoiced. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

The Contractor shall use the County's designated **Request for Reimbursement Form (Attachment D)** to request payment. The Contractor shall request reimbursement on a **monthly** basis as provided. The **Performance and Measurable Outcomes Report (Attachment E)** shall be completed and submitted with each Request for Reimbursement form.

In addition to the above, each Request for Reimbursement form shall be accompanied by such documentation or data in support of expenses for which payment is sought, as the County may require. Each invoice shall bear the signature of the Contractor or his/her representative, which signature shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level as required in this agreement, have served a public purpose, have properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this agreement and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld.

The Contractor's final Request for Reimbursement is due on October 20, 2015.

4. **PROCUREMENT PROCEDURES.** The Contractor agrees to utilize the procurement procedures already established by the Contractor when purchasing eligible budgeted materials or services for said Contractor. If no formal procedures exist for the Contractor, the following County procedures should be utilized (if applicable):
 - (a). If the purchase amount is less than \$750; no formal purchase procedures are required.
 - (b). If the purchase amount is \$750 or more, the Contractor shall solicit formal written bids from a minimum of three (3) vendors.

(c) The Contractor shall maintain sufficient records to detail the significant history of procurement. These records shall include, but are not limited to: rationale for the method of procurement, selection of vendor and basis for the solicited prices. The Contractor shall encourage the solicitation of quotations for purchases from minority- and women-owned business enterprises.

5. **INDEMNIFICATION:** The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused, in part, by a party indemnified there under. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial Contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

6. **MODIFICATIONS TO CONTRACT:** This Agreement, together with any attachments, task assignments and schedules constitute the entire Agreement between the County and the Contractor and supersedes all prior written or oral understandings. This Agreement and any attachments, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto. The Director of Housing and Human Services shall have authority to execute modifications up to \$24,999. For any modification that exceeds \$24,999.00, the Chair of the Board of County Commissioners or County Manager shall have the authority to execute the modification.

7. **INSURANCE:** The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

(a). **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence.

(b). **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage per accident.

(c). **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law shall be provided.

(d). **Professional Liability Insurance:** Professional liability insurance, in an amount not less than \$1,000,000 per claim, to cover its liabilities arising from activities performed under this Agreement.

(e). **Insurance Certificates:** The Contractor shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

8. **ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

9. **GOVERNING LAW:** This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

10. **COMPLIANCE WITH STATUTES:** It shall be the Contractor's responsibility to be aware of and comply with all federal, state and local laws. (See Attachment F – SAMHSA Requirements)

11. **COMPLIANCE WITH ADA OF 1990:** The Contractor must comply with the American with Disabilities Act of 1990 (PL101-336), as amended and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the County from and against and any and all liability for any noncompliance on the part of the Contractor.

12. **VENUE:** Venue for any legal action by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

13. **ASSIGNMENTS:** Contractor shall not assign any portion of this Agreement without the written permission of the County.

14. **TERMINATION:** If party fails or refuses to perform any of the provisions of this Agreement or otherwise fails to timely satisfy the Agreement provisions, either may notify the other party in writing of the nonperformance and terminate the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. Such termination is effective upon the party's receipt of the Notice of Termination. Any work completed or services provided prior to the date of termination shall, at the option of the County, become the property of the County. The County is only responsible for payment for services provided prior to the effective date of termination. The County may also terminate this Agreement with twenty-four (24) hours written notice based upon our availability of funds as determined by evaluation of the departmental expenditure goals and regulatory compliance by the Director, Housing & Human Services Department.

15. **INDEPENDENT CONTRACTOR:** The Contractor shall perform the services under this Agreement as an independent Contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the County.

16. **RECORDS AND REPORTS:** In the performance of this Agreement, the Contractor shall comply with the following terms, if applicable:

(a). **RIGHT TO AUDIT:** The Contractor shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Contractor for a period of five (5) years after termination of this Agreement. All records, books and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by Contractor in the United States or any other country. All records or documents created by the County or provided to Specialized Treatment, Education and Prevention Services, Inc. (S.T.E.P.S.), by the County in connection with activities or services provided by Specialized Treatment, Education and Prevention Services, Inc. (S.T.E.P.S.) under the terms of this agreement, are public records and Specialized Treatment, Education and Prevention Services, Inc. (S.T.E.P.S.) agrees to comply with any request for such public records or documents made in accordance with section 119.07 Florida Statutes.

(b). **AUDIT REQUIREMENTS:** If Specialized Treatment, Education and Prevention Services, Inc. (S.T.E.P.S.) is a local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that Specialized Treatment, Education and Prevention Services, Inc. (S.T.E.P.S.) expends \$500,000 or more in Federal awards in its fiscal year, Specialized Treatment, Education and Prevention Services, Inc. (S.T.E.P.S.) must have a single or program-specific audit conducted in accordance with the Single Audit Act Amendments of 1996, and OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, Specialized Treatment, Education and Prevention Services, Inc. (S.T.E.P.S.) shall consider all sources of Federal awards, including Federal resources received from the County. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Operating Agency conducted by an independent certified public accountant (IPA) licensed under Chapter 473, Florida Statutes, in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph. If the Operating Agency Inc. expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Agency expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from the Operating Agency's resources obtained from other than Federal entities).

In accordance with OMB Circular A-133, as revised, if applicable, Specialized Treatment, Education and Prevention Services, Inc. (S.T.E.P.S.) shall submit to the County a copy of the audit and all related responses within one hundred twenty (120) days after termination of this Agreement. If unable to meet the audit deadline, the Operating Agency must submit a written request for an extension approval by the Director of Housing & Human Services Department to the following address:

Brevard County Housing and Human Services Department
Ian Golden, Director
2725 Judge Fran Jamieson Way, Building B
Viera, Florida 32940

The Contractor shall also provide the County with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement. The Contractor is requested to provide copies of any monitoring conducted during the term of this Agreement, conducted by any agency or agent, and agency responses to such audits or monitoring within 30 days of receipt in order to facilitate county monitoring requirements. All information shall be sent to address as shown above.

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the County or its designee, the Comptroller, or the Funding Agency access to such records upon request. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved. The agency shall ensure that audit working papers are made available to the County, or its designee, the Comptroller, or Funding Agency upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the County.

In the event the audit shows that any or all of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Contractor shall reimburse the County of all such funds within thirty (30) days after the County has notified the Contractor in writing of such noncompliance.

(c). **MONITORING:** The County will monitor the Contractor's performance during the second quarter of the Agreement period and as necessary throughout the Agreement period to ensure compliance with all contractual requirements.

(d). **REPORTS:** The Contractor shall submit **monthly** reports within twenty (20) calendar days after the end of the month for which the Contractor is requesting reimbursement using **Performance & Outcome Report Form (Attachment E)** to assist the County in determining whether measurable outcomes are being met. Contractor will also meet and maintain and/or exceed the SAMHSA required Government Performance Results Act (GPRA) three month and six month follow-up rates of 80%. Brevard County reserves the right to withhold ten percent (10%) of each payment request due to the Contractor, for failure to meet outcomes or the aforementioned GPRA follow-up rates for three month and six month or failure to submit required monthly reports in a timely manner. Any withheld amount will be remitted to the Contractor upon receipt of documentation that outcomes are being met or upon receipt of the required monthly reports.

17. **PUBLIC RECORDS:** For the purposes of this section, the term:

(a). "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b). "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a). Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b). Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d). Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

18. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act (INA). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

19. **FEDERAL TAX ID NUMBER:** The Contractor shall provide to the County their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

20. **CONFLICT OF INTEREST:**

(a) The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this Agreement without written consent from the County.

(b) The Contractor shall not accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements.

(c) The Contractor shall not award a contract or subcontract under this Agreement to any company who the Contractor has a financial or any other interest in, including but not limited to employing an employee of the Contractor or any member of an employee's, agents, or officer's immediate family.

(d) No Contractor, including officers, employees, agents, consultants or elected or appointed officials, may occupy a unit unless approved by the County.

21. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

22. **INFORMATION RELEASE/GRANTOR RECOGNITION:** News releases, publicity releases, or advertisements relating to this Agreement or the tasks or projects associated with the project, shall be submitted in writing to the County and be approved in advance of any release or publication. Any release or advertisement advertising or publicizing the lease shall be approved by the County in advance. Releases shall identify the funding entity as well as the funding source.

23. **DEBARMENT AND SUSPENSION:** Brevard County will not intentionally award contracts to any agency or its Contractors and/or subcontractors that:

(a) Have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local Department or agency;

(b) Have, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) above; and

(d) Have, within a three (3) year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

(e) **Specialized Treatment, Education and Prevention Services, Inc. (S.T.E.P.S.)** has provided the County with a Certification Regarding Debarment and Suspension. In accordance with the Certification Regarding Debarment and Suspension **Specialized Treatment, Education and Prevention Services, Inc. (S.T.E.P.S.)** will provide the County with the same document completed for all lower tier covered transactions, such as transactions with sub-grantees and/or Contractors and/or subcontractors, and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

24. **CONSTRUCTION OF AGREEMENT:** The parties hereby acknowledge that they fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

25. **SEVERABILITY:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

26. **ATTACHMENTS:** In the performance of this Agreement, the Contractor shall comply with the following attachments:

- | | |
|-----------------------|--|
| Attachment A: | Scope of Service |
| Attachment A1: | Program Logic Model and Evaluation Plan |
| Attachment B: | Itemized Budget |
| Attachment C: | Conditions and Methods of Compensation |
| Attachment D: | Request for Reimbursement Form |
| Attachment E: | Performance and Measurable Outcome Report |
| Attachment F: | SAMHSA Requirements |

27. **NOTICE:** Notice under this Agreement shall be given by certified mail or hand delivery as follows: Mr. Ian Golden, Director, Housing and Human Services Department, 2725 Fran Jamieson Way, Building B, Viera, Florida, 32940 and Notice shall be given to the Contractor by certified mail or hand delivery as follows: Notice shall be given to the Contractor by certified mail or hand delivery as follows: Ms. Kathleen Turner, Executive Director, Treatment, Education and Prevention Services, Inc. (S.T.E.P.S.), 1911 S Apopka Blvd., Apopka, FL 32703.

SPACE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

REVIEWED FOR LEGAL FORM AND CONTENT:

By: 
Becky Behl-Hill, Assistant County Attorney

Date: 8/19/14

ATTEST:

By: 
Scott Ellis, Clerk


**BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA**

By: 
Mary Bolin Lewis, Chairperson


Date: August 19, 2014

As approved by Board on: 8/19/2014

WITNESS:


Signature
Sandra Urban, Planner II
Name and Title, Typed or Printed

CONTRACTOR

By: 
Signature

Date: 8/26/2014

Kathleen Turner, Executive Director
Name & Title, Typed or Printed

S.T.E.P.S., Inc.
Name of Company

1911 S Apopka Blvd.
Mailing Address

Apopka, FL 32703
City, State, Zip Code

407-884-2125
Area Code/Telephone Number

**ATTACHMENT A
SCOPE OF SERVICE
BREVARD ADULT DRUG COURT EXPANSION AND ENHANCEMENT OF SUBSTANCE ABUSE
TREATMENT (EESAT) and PRETRIAL INTERVENTION (PTI) PROGRAM**

Specialized Treatment, Education, and Prevention Services, Inc. will provide outpatient substance abuse treatment services to clients participating in the Brevard County Drug Expansion and Enhancement of Substance Abuse Treatment (EESAT) and Pretrial Intervention (PTI) Program as described in the grant application (designated as grant #TI024200). Services will be offered throughout Brevard County.

With the enhancement and expansion of services Specialized Treatment, Education, and Prevention Services, Inc. will provide treatment slots for current and/or new individuals who are identified as those continuing to commit crimes and have a drug abusing lifestyle (substance abuse/addicts) with priority to individuals who have been sentenced to community supervision and are referred to Drug Court following a technical violation.

The overriding goal of the EESAT and PTI Program is to stop the abuse of alcohol and other drugs by adult offenders and increase public safety by stopping drug-related criminal behavior. These goals are accomplished by building a sustainable system of care for adult persons needing treatment services.

Service enhancement includes evidence-based assessment, treatment, and case management to optimize the match between participants' needs and services offered. To enhance services, Specialized Treatment, Education, and Prevention Services, Inc. will implement systematic assessment of offenders' risk for drug use and drug-related crime and will individualize treatment planning in accordance with the assessment results. Revisions to the service delivery protocols will be facilitated and monitored through the exclusive use of electronic records for real-time data entry, analysis, and reporting to quickly gauge and respond to observed outcomes.

Specialized Treatment, Education, and Prevention Services, Inc. will reinforce treatment with a continuum of recovery supports. Activities will include transportation to enable participants to meet treatment commitments and be linked to supportive community-based services, incentives for achieving treatment and recovery milestones, family engagement in treatment and recovery to the extent possible, and case management to assist clients to develop individual networks of community-based recovery support.

ATTACHMENT A-1 – PROGRAM LOGIC MODEL AND EVALUATION PLAN

Agency Name: Specialized Treatment, Education, and Prevention Services, Inc.

Program Name: Brevard Drug Court Expansion and Enhancement of Substance Abuse Treatment (EESAT) and Pretrial Intervention (PTI) Program

Focused Care Area: Brevard County

Have you made any changes to the program logic model? Yes No **Date Revised:** _____

Table 1: Data collection and reporting plan for performance measures

Objective	Data Element	Measures	Data Sources	Timeline for Data Collection	Responsible Party	Data Analysis
1-Increase admissions	Client enrollment	Number of drug court contracts executed	EHR	Baseline established from prior year at start of new program. Subsequent client enrollments and discharges entered into EHR as they occur. Program census tallied and reported on demand.	Treatment Provider	Descriptive statistics will be used to summarize enrollment and discharge counts, present attrition rate, and present consumers' demographic information. Qualitative discussion will describe individual, environmental, and treatment factors contributing to observed outcomes.
2-Reduce attrition	Treatment status at discharge	Number of program admissions, number of program discharges by type, i.e., successful completion/graduation or early termination/unsuccessful	EHR			

Table 1: Data collection and reporting plan for performance measures

Objective	Data Element	Measures	Data Sources	Timeline for Data Collection	Responsible Party	Data Analysis
3-Reduce recidivism	Criminal recidivism	Arrests occurring after enrollment in Drug Court	Brevard County Detention Center's arrest reports, Community Supervision Officers' reports, participants' self-report during case management and at follow-up	Quarterly	Evaluator, counselors	Descriptive statistics will be used to summarize numbers and percentages of Drug Court participants who have new arrests. Qualitative discussion will describe factors contributing to observed outcomes.
4-Decrease drug use	Substance abuse	Positive drug tests occurring after enrollment in Drug Court	EHR documenting drug test results	2x/week to monthly depending upon treatment stage and random selection process	Counselors, UA Techs	Descriptive statistics will be used to summarize numbers and percentages of Drug Court participants who test positive. Qualitative discussion will describe factors contributing to observed outcomes.
5- Increase participation among indigent persons	Access to care	Number of enrolled individuals who have been declared indigent by the court	Participant demographic, financial screening, and case notes from EHR	Quarterly	Counselor, Evaluator	Descriptive statistics will be used to summarize numbers, percentages, and demographics of persons enrolled. Qualitative

Table 1: Data collection and reporting plan for performance measures

Objective	Data Element	Measures	Data Sources	Timeline for Data Collection	Responsible Party	Data Analysis
						discussion will describe factors contributing to observed outcomes.

ATTACHMENT B
ITEMIZED YEAR BUDGET

NAME OF ORGANIZATION: SPECIALIZED TREATMENT, EDUCATION AND PREVENTION SERVICES, INC. (S.T.E.P.S.)

NAME OF PROGRAM: BREVARD ADULT DRUG COURT EXPANSION AND ENHANCEMENT OF SUBSTANCE ABUSE TREATMENT (EESAT) AND PRETRIAL INTERVENTION (PTI) PROGRAM

ITEMIZED CONTRACTUAL BUDGET	BUDGET AMOUNT
Salary	
Counselor II (100%)	\$36,175
Counselor II (50%)	\$18,085
Van Driver/UA Tech (100%)	\$25,000
Van Driver/UA Tech (100%)	\$25,000
SUBTOTAL	\$104,260
Fringe Benefits	
FICA, Social Security Tax, Health Insurance, Retirement, Workman's Compensation, and Life Insurance	\$17,505
Travel	
(Local – 150 miles per month x .565 per mile x 52)	\$4,407
MRT Training (for two counselors)	\$1,500
SUBTOTAL	\$5,907
Equipment Purchase, Rental and Maintenance:	
Van lease for 15 passenger van (\$685/mo x 13)	\$8,905
Gasoline for 15 passenger van (\$650/ mo x 13)	\$8,450
SUBTOTAL	\$17,355
Supplies	\$1,200
Telecommunications	\$1,800
Direct Program Costs (Assistance to Individuals):	
Treatment:	
Assessment: \$45 per assessment x 45 clients	\$2,025
Group Session: \$15 per session x 45 clients x 80 group sessions	\$54,000
Individual Session: \$20 per session x 45 clients x 13 session	\$11,700
Norchem Urinalysis Tests (\$14.98 x 4,550)	\$68,159
Client Incentives	\$1,100
MRT Workbook: \$25 per book x 60 clients	\$1,500
SUBTOTAL	\$138,484
TOTAL CONTRACTUAL	\$286,511

ATTACHMENT C
CONDITIONS AND METHOD OF COMPENSATION
BREVARD ADULT DRUG COURT EXPANSION AND ENHANCEMENT OF SUBSTANCE ABUSE TREATMENT
(EESAT) AND PRETRIAL INTERVENTION (PTI) PROGRAM

The Contractor, **Specialized Treatment, Education and Prevention Services, Inc.** shall be paid a total sum not to exceed **\$286,511** in **Federal SAMHSA** program funds for the services specified under this agreement. Compensation shall be allowed on a **unit cost reimbursement basis**.

In every case payment will be made subject to the receipt of the **Request for Reimbursement form, Attachment "D"**, specifying and certifying the expenses incurred and expended in conformance with this Agreement for the preceding month and that the Contractor is entitled to receive the amount requisitioned under the terms of this Agreement.

The final Reimbursement Request shall be submitted no later than **October 20, 2015**. Any **Federal SAMHSA** program funding covered by this agreement not expended on eligible activities by **September 30, 2015** shall revert to the County.

The Contractor shall not request reimbursement from the County for services, which have been committed to be paid by another source of revenue.

The Contractor shall notify the County in writing within 15 days of execution of this Agreement of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

CONDITIONS OF REIMBURSEMENT:

Reimbursement is contingent upon:

- a) The receipt and approval of all documentation as required by this agreement.
- b) The satisfactory evaluation of the Contractor by the Housing and Human Services Department.
- c) Compliance with all other terms as stated in this Agreement.

METHOD OF REIMBURSEMENT REQUESTS: The Contractor shall comply with cost principles as established in **Office of Management & Budgets (OMB) Circular A-122 for Non-Profit Organizations**. The following pertains to Requests for Reimbursement:

- a) The County shall reimburse the Contractor for all approved budgeted costs outlined in the **Itemized Costs/Units Budget Form, Attachment B**, as permitted by Federal, State, and County regulations and policies.
- b) The **Request For Reimbursement Form Attachment D** should be submitted with proper documentation attached, including, but not limited to, a copy of all invoices, times cards, computer printouts and checks, payroll information, reports or any other applicable information needed as determined by the Housing & Human Services Department staff for activities and materials for which reimbursement is requested.
- c) Requests for Reimbursement shall be submitted **monthly**. Reimbursement requests must be submitted to the Housing and Human Services Department for approval within **twenty (20) calendar days after the end of the month** for which the Contractor is requesting reimbursement. Upon approval, Housing & Human Services Department staff shall authorize Brevard County Finance Department to make the applicable reimbursement.

ATTACHMENT D
HOUSING AND HUMAN SERVICES DEPARTMENT
REQUEST FOR REIMBURSEMENT FORM

REVIEWED BY: _____	
CONTRACT/PROJECT MONITOR: <u>Sandra Urban</u>	
FINANCIAL APPROVAL: _____	
BUSINESS AREA: <u>1700</u>	COST CENTER: <u>316109</u>
G.L. ACCOUNT: <u>5340000</u>	
VENDOR# <u>9965</u>	P.O.#: _____
DOC.#: _____	
AMOUNT: \$ _____	
APPROVED FOR PAYMENT BY: _____	
AUTHORIZED SIGNATURE	DATE
FUNDING SOURCE:	SAMHSA GRANT - EESAT/PTI (Drug Court 4)
NAME OF ORGANIZATION:	S.T.E.P.S., INC.
CONTACT PERSON:	KATHLEEN TURNER, EXECUTIVE DIRECTOR
PROGRAM ADDRESS:	803 N Fiske Blvd, Suite A, Cocoa and 1751 Sarno Rd, Suite 221, Melbourne
MAILING ADDRESS: (if different from program address)	1991 S Apopka Blvd., Apopka, FL 32703
E-MAIL ADDRESS:	ktstepsinc@aol.com
TELEPHONE NUMBER:	(407) 522-2144
REQUEST DATE:	
REQUEST NUMBER:	
FINAL PAYMENT REQUEST:	YES / NO
FUNDS ARE HEREBY REQUESTED FOR THE FOLLOWING:	
▪ Salaries	\$0.00
▪ Fringe Benefits	\$0.00
▪ Travel	\$0.00
▪ Equipment	\$0.00
▪ Supplies	\$0.00
▪ Telecommunications	\$0.00
▪ Direct Program Costs	\$0.00
▪ TOTAL AMOUNT TO BE PAID	\$0.00
I certify the services itemized on the authorization invoice have been provided and are a proper charge against the Brevard Adult Drug Court Expansion and Enhancement of Substance Abuse Treatment (EESAT) and Pretrial Intervention (PTI) funds appropriate for this program.	
AUTHORIZED SIGNATURE:	

REQUEST FOR REIMBURSEMENT / PAGE TWO

Salary Expense

Employee/Title	Period Ending	Check Date	Check No.	Amount

Total Amount Expended: \$0.00
Summary:
◆ Total Budgeted \$104,260.00
◆ Total Previous \$0.00
◆ Total This Request \$0.00
◆ Remaining Funds \$104,260.00

Fringe Benefits Expense

Employee/Title	Period Ending	Check Date	Check No.	Amount

Total Amount Expended: \$0.00
Summary:
◆ Total Budgeted \$17,505.00
◆ Total Previous \$0.00
◆ Total This Request \$0.00
◆ Remaining Funds \$17,505.00

REQUEST FOR REIMBURSEMENT / PAGE THREE

Travel Expense

Employee/Title	Date of Travel	Check No.	Check Date	Amount

Total Amount Expended: \$0.00

Summary:

- ◆ Total Budgeted \$5,907.00
- ◆ Total Previous \$0.00
- ◆ Total This Request \$0.00
- ◆ Remaining Funds \$5,907.00

Equipment Expense

Vendor	Invoice Date	Invoice No.	Check No.	Amount

Total Amount Expended: \$0.00

Summary:

- ◆ Total Budgeted \$17,355.00
- ◆ Total Previous \$0.00
- ◆ Total This Request \$0.00
- ◆ Remaining Funds \$17,355.00

REQUEST FOR REIMBURSEMENT / PAGE FOUR

Supplies Expense

Vendor	Invoice Date	Invoice No.	Check No.	Amount

Total Amount Expended: \$0.00

Summary:

- ◆ Total Budgeted \$1,200.00
- ◆ Total Previous \$0.00
- ◆ Total This Request \$0.00
- ◆ Remaining Funds \$1,200.00

Telecommunications Expense

Vendor	Invoice Date	Invoice No.	Check No.	Amount

Total Amount Expended: \$0.00

Summary:

- ◆ Total Budgeted \$1,800.00
- ◆ Total Previous \$0.00
- ◆ Total This Request \$0.00
- ◆ Remaining Funds \$1,800.00

REQUEST FOR REIMBURSEMENT / PAGE FIVE

Direct Program Costs (Assistance to Individuals)

Date of Service	No. of Clients	Type of Service	Amount per Service Provided	Total Amount (# of clients X Amount per Service Provided = Total Amount)
		Assessment	\$45.00	\$0.00
		Group	\$15.00	\$0.00
		Individual	\$20.00	\$0.00
		Drug Test Kits	\$14.98	\$0.00
		Cleint Incentives	\$10.00	\$0.00
		MRT Workbooks	\$25.00	\$0.00

Total Amount Expended: \$0.00

Summary:

- ◆ Total Budgeted \$138,484.00
- ◆ Total Previous \$0.00
- ◆ Total This Request \$0.00
- ◆ Remaining Funds \$138,484.00

YEAR TO DATE EXPENSES:

Previous Expenses:	\$0.00	Beginning Budget:	\$286,511.00
Current Expenses:	\$0.00	Total YTD Expenses:	\$0.00
Remaining Funds:	\$286,511.00		

REQUEST FOR REIMBURSEMENT / PAGE FSIX

#	Date of Request	Amount Requested	Expended YTD	% YTD	Balance YTD
					\$286,511.00
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					

ATTACHMENT E

NAME OF ORGANIZATION: SPECIALIZED TREATMENT, EDUCATION, AND PREVENTION SERVICES, INC.
NAME OF PROGRAM: BREVARD COUNTY ADULT DRUG COURT EXPANSION AND ENHANCEMENT OF
SUBSTANCE ABUSE TREATMENT (EESAT) AND PRETRIAL INTERVENTION (PTI) PROGRAM

BREVARD COUNTY
HOUSING AND HUMAN SERVICES DEPARTMENT
PERFORMANCE AND MEASURABLE OUTCOME REPORTS
(Reports must be submitted with each Request for Reimbursement)

Date: _____

Funding Source: Brevard Adult Drug Court Expansion and Enhancement of
Substance Abuse Treatment (EESAT) and Pretrial Intervention (PTI)

Name of Agency: Specialized Treatment, Education, and Prevention Services, Inc.

Name of funded program: Substance Abuse Services

Reporting Period: From: _____ To: _____

Authorized Signature and Title: _____

1. Amount of funds expended this month: \$ _____

2. Amount of funds expended to date: \$ _____

3. Please state the progress achieved towards accomplishments outlined in your scope of work and/or services.

4. Please state any problem(s) your organization may be experiencing in regards to completing the accomplishments outlined in your scope of work and/or services, and a plan(s) to resolve the problem(s).

5. Has your organization experienced any (key) programmatic turnover? Yes _____ No _____
If yes, please explain.

6. Did the agency leverage funding this quarter? Yes _____ No _____ If yes explain:
• Labor (hourly rate \$ _____ X _____ Hours) \$ _____
• Equipment & Supplies \$ _____
• Funding \$ _____
• Etc. \$ _____
Total Leveraged \$ _____

7. Please List any other funding your agency is currently receiving:
• Other Federal Funding \$ _____
• Other State Funding \$ _____
• Other Local Funding \$ _____
• Private Funding \$ _____
Total Funding \$ _____

ATTACHMENT E

NAME OF ORGANIZATION: Specialized Treatment, Education, and Prevention Services, Inc.

NAME OF PROGRAM: Brevard Drug Court Expansion and Enhancement of Substance Abuse Treatment (EESAT) and Pretrial Intervention (PTI) Program

FY 2013/2015 MEASURABLE OUTCOMES	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	YTD
100% of new, unduplicated indigent clients will participate in the Brevard County Drug Expansion and Enhancement of Substance Abuse Treatment (EESAT) Program															0
# of clients will show a reduction in use while participating in the program.															
# of clients will not reoffend and/or use drugs while participating in the program.															
# of program participants that successfully complete the program.															0
Clients that received a six (6) month follow-up GPRA interview (within 5-8 months) upon intake GPRA (at least 80%)															0

Signature: _____

Note: Report must be submitted along with your request for reimbursement within 20

ATTACHMENT F
SAMHSA REQUIREMENTS
BREVARD ADULT DRUG COURT EXPANSION AND ENHANCEMENT OF SUBSTANCE ABUSE
TREATMENT (EESAT) AND PRETRIAL INTERVENTION (PTI) PROGRAM

TITLE 45 - PUBLIC WELFARE

SUBTITLE A - DEPARTMENT OF HEALTH AND HUMAN

CHAPTER I - SERVICES, GENERAL ADMINISTRATION

SUBCHAPTER A - GENERAL ADMINISTRATION

PART 74 - UNIFORM ADMINISTRATIVE REQUIREMENTS FOR AWARDS AND SUBAWARDS TO INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, OTHER NONPROFIT ORGANIZATIONS, AND COMMERCIAL ORGANIZATIONS

subpart c - POST - AWARD REQUIREMENTS

74.44 - Procurement procedures.

(a) All recipients shall establish written procurement procedures. These procedures shall provide for, at a minimum, that: (1) Recipients avoid purchasing unnecessary items; (2) Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the recipient and the Federal Government; and (3) Solicitations for goods and services provide for all of the following: (i) A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.

(ii) Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.

(iii) A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.

(iv) The specific features of brand name or equal descriptions that bidders are required to meet when such items are included in the solicitation.

(v) The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.

(vi) Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

(b) Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of HHS awards shall take all of the following

FY 2013-2015 Brevard County Agreement
Specialized Treatment, Education, and Prevention Services, Inc.

steps to further this goal.

(1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

(2) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

(3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

(4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

(5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

(c) The type of procuring instruments used (e.g., fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The cost-plus-a-percentage-of-cost or percentage of construction cost methods of contracting shall not be used.

(d) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources. In certain circumstances, contracts with certain parties are restricted by agencies' implementation of E.O.s 12549 and 12689, Debarment and Suspension. (See 45 CFR part 76.) (e) Recipients shall, on request, make available for the HHS awarding agency, pre-award review, procurement documents such as requests for proposals or invitations for bids, independent cost estimates, etc., when any of the following conditions apply: (1) A recipient's procurement procedures or operation fails to comply with the procurement standards in this Part.

(2) The procurement is expected to exceed the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently \$100,000) and is to be awarded without competition or only one bid or offer is received in response to a solicitation.

(3) The procurement, which is expected to exceed the simplified acquisition threshold specifies a brand name product.

(4) The proposed award over the simplified acquisition threshold is to be awarded to other than the apparent low bidder under a sealed bid procurement.

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the simplified acquisition threshold.