

**FIFTH JUDICIAL CIRCUIT OFFICE OF COURT ADMINISTRATION
MARION COUNTY, FLORIDA**

THIS AGREEMENT is between THE FIFTH-JUDICIAL CIRCUIT OFFICE OF COURT ADMINISTRATION (hereinafter "Court") and MARION County, more specifically, the MARION COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida (hereinafter "Recipient").

I. THE RECIPIENT AGREES:

A. Agreement Document

1. To provide commodities and services indicated on Attachment A in accordance with the terms and conditions specified in this agreement.
2. That this agreement consists of all attached documents.

B. Governing Law

That this agreement is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law including Florida provisions for conflict of laws. Venue shall be Marion County, Florida.

C. Invoicing and Travel

1. If allowed under this agreement, to submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
2. That where itemized payment for travel expenses are permitted in this agreement, to submit bills for any travel expenses in accordance with §112.061, F.S. or at such lower rates as may be provided in this agreement.
3. That invoices shall be submitted to the following address:

Lake County Courthouse
Office of Court Administration
Attention: Roy L. Wolgamuth, Contract Manager
550 West Main Street
Tavares, FL 32778

D. Records and Retention

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by Court under this agreement in accordance with Rule 2.440, Florida Rules of Judicial Administration.
2. To retain, at no additional cost to Court, all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement for a period of five (5) years after completion of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records and documents shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this agreement. If any such records are eligible for destruction under applicable record retention schedules before five (5) years after completion of the agreement the records may be destroyed with the prior written approval of the Court's Contract Manager.
3. Upon demand and at no additional cost to Court, the Recipient will facilitate the duplication and transfer of any records or documents during the required retention period.

E. Audits, Inspections, Investigations and Monitoring

1. To allow public access to all documents, papers, letters, or other public records as defined in Rule 2.420, Florida Rules of Judicial Administration, made or received by the Recipient in conjunction with this agreement except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of this agreement for which Court may unilaterally terminate the agreement.
2. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by Court.
3. To permit persons duly authorized by Court to inspect and copy any records, papers, documents, facilities, goods and services of the Recipient which are relevant to this agreement; and to interview any clients, employees and sub-recipient employees of the Recipient to assure Court of the satisfactory performance of the terms and conditions of this Agreement. Following such review, Court will deliver to the Recipient a written report of its findings and where appropriate, a request for the Recipient to submit a corrective action plan (see subsection III.C.).

4. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (§20.055, Florida Statutes), and/or the Auditor General of Florida.
5. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.
6. To provide a financial and compliance audit to Court as specified in Attachment F, Part 1 and to ensure that all related party transactions are disclosed to the auditor.

F. Indemnification

Pursuant to §768.28(19), Florida Statutes, neither the Recipient nor the Court waive sovereign immunity nor do the parties agree to indemnify each other for the other party's negligence.

G. Insurance

To provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s). The Recipient accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Recipient and the Participants to be served under this contract. Within five (5) business days of the execution of this contract, the Recipient shall furnish to the contract manager, written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida.

H. Safeguarding Confidential Information

To comply with all applicable state and federal laws, regulations and security controls related to access and use of confidential information obtained from individuals, businesses, state and federal resource information systems, information systems of other agencies, and from any other person regarding a client and client's family members regardless of where the information is maintained. Recipient acknowledges that the following managerial, operational and technical security controls are in place before and during Recipient staff access confidential information.

1. Recipient shall restrict access to state and federal confidential information obtained under this Agreement to staff authorized to perform their official duties under this Agreement. Access and use of information is authorized only for the purposes described in this Agreement. IF THERE IS ANY DOUBT WHETHER DISCLOSURE IS AUTHORIZED, THE INFORMATION MUST NOT BE DISCLOSED. Any questions should be directed to the Court's Chief Deputy Court Administrator (Contract Manager).
2. All Recipient staff must review and acknowledge their understanding of Court's policies and procedures related to safeguarding and disclosure of confidential information. Review and acknowledgement includes the requirements for protecting state and federal confidential information, information resources, and the civil penalties and criminal sanctions for misuse and unauthorized disclosure.
3. All Agreement terms relating to confidential information and data security apply to the Recipient, the Recipient's employees, agents, and any other person who performs work under this Agreement, any contract or subcontract.

I. Assignments and Subcontracts

1. To neither assign the responsibility for this Agreement to another party nor subcontract for any of the work contemplated under this Agreement without prior written approval of the Court's Contract Manager which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval shall be null and void.
2. To be responsible for all work performed and for all products produced pursuant to this contract whether actually furnished by the Recipient. Any agreements or contracts shall be evidenced by a written document.
3. That Court shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Recipient. In the event the Court approves transfer of the Recipient's obligations, the Recipient remains responsible for all work performed and all expenses incurred in connection with the Agreement. This Agreement shall remain binding upon the successors in interest of either the Recipient or the Court.

J. Return of Funds

To return to Court any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this contract that were disbursed to the Recipient by the Court. In the event that the Recipient or its independent auditor discovers that an overpayment has been made, the Recipient shall repay said overpayment within five (5) business days of discovery. In the event that the Court first discovers an overpayment has been made, the Contract Manager, on behalf of the Court, will notify the Recipient by letter of such findings. Should repayment not be made within thirty (30) calendar days of the notification by the Court, the Recipient will be charged at the lawful rate of interest on the outstanding balance after the Court's notification or Recipient discovery.

K. Non-discrimination Requirements

That the Recipient will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, and the Florida Civil Rights Act of 1992. The Recipient shall not discriminate against any employee in the performance of this Agreement, against any applicant for employment, any program participant or participant's non-offending family members because of age, race, religion, color, disability, national origin, marital status, sex or genetic information. The Recipient further assures that all sub-recipients, or others with whom it arranges to provide services or benefits to participants, participant's non-offending family members or employees in connection with any of its programs and activities are not discriminating against those participants, participant's non-offending family members or employees because of age, race, religion, color, disability, national origin, marital status, sex or genetic information.

L. Employment of Illegal Aliens / E-Verify Requirement

That unauthorized aliens shall not be employed by the Recipient. The Court shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this Agreement by the Court.

- a. The Contractor shall utilize the United States Department of Homeland Security's (DHS) E-Verify system (<https://www.e-verify.gov/>) to verify the employment eligibility of all new employees hired during the term of the Contract/Agreement for which the Contractor is providing services to the Circuit/Court.
- b. The Contractor shall also include a requirement in all subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor after January 1, 2021, and during the term of the Contract/Agreement for which the Contractor is providing services to the Court.
- c. Prior to allowing any subcontractor to provide any services contemplated under this Contract/Agreement, the Contractor shall provide to the Court's Contract Manager with a copy of the subcontractor's DHS E-Verify registration, along with an affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens.
- d. After the execution of the initial Contract/Agreement, the Contractor/Recipient shall provide the Circuit with both the DHS E-Verify registration and corresponding affidavit for all subcontractors performing services under this Contract/Agreement, on an annual basis thereafter.
- e. If the Contractor is unable to register to utilize the United States Department of Homeland Security's (DHS) E-Verify system because they are a sole proprietor with no employees, then the Contractor must complete a registration waiver affidavit certifying the reason for non-registration which must be submitted for approval along with the required signed contractual documents.
- f. After the execution of the initial Contract/Agreement, the Contractor shall provide the Court with both the DHS E-Verify registration or registration waiver affidavit and corresponding affidavits for all subcontractors performing services under this Contract/Agreement, on an annual basis thereafter.
- g. Violation of the provisions in this paragraph by the Contractor/Recipient shall constitute grounds for immediate termination of the contract by the Circuit/Court pursuant to section 448.095(2)(c), Florida Statutes.
- h. Pursuant to section 448.095(2)(f), Florida Statutes, the Contractor is liable for any additional costs incurred by the Court as a result of the termination of this Contract/Agreement for a violation of the provisions contained in this paragraph.

M. Independent Capacity of the Recipient

1. To act in the capacity of an independent contractor and not as an officer, employee of the Court. Neither the Recipient nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the Court in any manner.
2. That this Agreement does not entitle the Recipient, its employees, sub-recipients or subcontractors to any right or benefit of state employment, including, but not limited to state retirement, leave benefits or any other benefits of state employment as a result of performing the duties or obligations of this Agreement.
3. To take such actions as may be necessary to ensure that each subcontractor of the Recipient will be deemed an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the Court.

4. That the Court will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Recipient, or its subcontractor or assignee, unless specifically agreed to by the Court in this Agreement.
5. That all deductions for social security, withholding taxes, income taxes, garnishment or other reductions in pay, contributions to unemployment compensation funds and all necessary insurance for the Recipient, the Recipient's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Recipient.

N. Sponsorship

THIS SECTION INTENTIONALLY OMITTED

O. Publicity

THIS SECTION INTENTIONALLY OMITTED

P. Final Invoice Process

To submit the final invoice for each State Fiscal Year (July 1 of each calendar year to June 30 of the following calendar year) for payment to the Court by the last business day in July after the end of the State Fiscal Year or within fourteen (14) calendar days after the Agreement expires or is terminated. If the Recipient fails to do so, all rights to payment are forfeited and the Court will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Agreement may be withheld until all reports, deliverables and tasks due from the Recipient pursuant to this Agreement and necessary adjustments thereto have been approved by the Court.

Q. Lobbying

To comply with the all applicable lobbying regulations, including §§11.062 and 216.347, F.S., which limit the expenditure of grant funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

R. Patents, Copyrights, Royalties and Rights to Products

THIS SECTION INTENTIONALLY OMITTED

S. Criminal History Records Checks

- 1 That the Court requires criminal history records checks on any Recipient staff, employees or subcontractor staff that has access to confidential information resources or facilities operated in whole or in part, with funding from this Agreement unless formally waived in writing by the Court.
- 2 A criminal history records check must be completed within 30 calendar days after the start of employment. The Human Resource Manager for the Court Administration shall be responsible for administering the background check at no cost.
- 3 Criminal history records checks must be conducted through the state crime bureau in each state where the employee indicates residence, employment or education over the past ten years. A state crime bureau is the entity, charged by law, responsible for collection, retention, and dissemination of state criminal history records. All criminal history records checks for employees that reveal evidence of a crime and that the Recipient intends to retain must be provided to the Court's Contract Manager for review. If the crimes are unacceptable, as determined by the Court, the Recipient agrees to remove the employee from the worksite and terminate the employee's access to confidential information resources, participant's and the participant's family members.
- 4 During the term of the Agreement, the Court will receive instant notification of any arrest, charge or Notice to Appear for an alleged violation of law in any state or other jurisdiction for Recipient's employee assigned to this Agreement. The Court shall notify Recipient within two (2) business day of the Court's knowledge. The notice shall include the Recipient's name, the staff member's name, and the location and nature of the alleged violation. The Court reserves the right to immediately suspend or terminate the staff members work on this under Agreement. The Recipient shall notify the Court within ten (10) calendar days of case disposition.

T. CONFIDENTIALITY BREACH REPORTING AND NOTIFICATION RESPONSIBILITY

That the Recipient is subject to the provisions of §501.171 Florida Statutes, that requires the reporting and remedies for breach of security related to third-party confidential information, as well as fines of up to \$500,000 for failure to report timely.

II. THE COURT AGREES:

A. Contract Amount

To pay for commodities and services according to the terms and conditions of this Agreement in an amount not to exceed the total appropriation for the current fiscal year shown in Attachment B to this Agreement, subject to the availability of funds. Any costs or services paid for under any other contract or Agreement or from any other source are not eligible for payment under this Agreement.

B. Contract Payment

This is a COST REIMBURSEMENT Agreement. The Recipient will be reimbursed on a monthly basis for actual expenses necessary to deliver the services specified in Attachment A. Services and tasks must be performed according to the requirements and standards provided to qualify for full reimbursement of the eligible monthly expenses. Failure to perform according to the requirements or failure to meet the minimum standards or performance levels will result in a reduction of the reimbursement.

That pursuant to §215.422, F.S., the Court has twenty (20) business days to inspect the documentation regarding the delivery of the goods and services provided by the Recipient, unless a different period has been agreed to by the parties. If payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Court or the date on which the documents regarding the delivery of the goods or services are approved, a separate interest penalty set by the Chief Financial Officer pursuant to §55.03, F.S., will be due and payable in addition to the invoice amount.

C. Payment Inquiries

Issues regarding the inspection, acceptance and payment for goods and services provided under this Agreement will be handled by the Contract Manager (352) 253-4433.

III. THE RECIPIENT AND THE COURT MUTUALLY AGREE:

A. Effective and Ending Dates

That this restated Agreement shall begin on July 1, 2023, or on the date on which the Agreement has been signed by the last party required to sign it, whichever is later. It shall end at midnight, Eastern Time, on June 30, 2024. The State of Florida's performance and obligation to pay under this Agreement is contingent upon the funds appropriated annually by the Legislature and allocation by the Chief Justice.

B. Non-Renewal

Funding is subject to the Florida Legislature. Funding is available based on the State of Florida Fiscal Year from July 1, 2023 to June 30, 2024. The Florida Legislature appropriated general revenue funding for use to the Felony Post-Adjudicatory Drug Court Expansion program in Marion County, Florida. As such, this contract has no provision for renewal.

C. Corrective Action Plan

1. That should the Court identify any deficiency based on Agreement requirements, which the Court, in its sole discretion, deems to be of significant magnitude, the Court may notify the Recipient of the deficiency and of the need to submit a corrective action plan (CAP).
2. That upon such notification, the Recipient shall submit a formal written CAP within ten (10) business days of the date of the letter from the Court requiring submission of a CAP. The CAP shall be sent to the Contract Manager for review approval determination.
3. That the Court shall notify the Recipient in writing of the acceptance or unacceptability of the CAP within ten (10) business days of receipt of the CAP. If the CAP is unacceptable, the Court shall provide a written statement identifying in reasonable detail, why the Court believes the CAP will not result in correction of the cited deficiencies. The Recipient shall have ten (10) business days from receipt of the rejection letter to submit a revised CAP or letter of explanation.
4. That upon acceptance of the CAP, the Recipient shall have, at the discretion of the Court, up to sixty (60) calendar days to implement and successfully complete the agreed upon CAP. Acceptance of the CAP by the Court does not guarantee the implementation will result in elimination of future deficiencies.
5. That the CAP will remain in effect until all deficiencies are corrected. Updates on the status of the plan will be required as determined by the Court's Contract Manager.
6. That the Recipient's failure to respond to a request for a corrective action plan or failure to meet the corrective action plan may result in termination of the Agreement, pursuant to the termination provisions set forth in this contract. The Court reserves the right to exercise other remedies as permitted by law.

D. Termination

1. That this Agreement may be terminated by either party without cause upon no less than a thirty (30) calendar day notice in writing to the other party unless a shorter time is mutually agreed upon in writing.
2. In the event funds for payment pursuant to this Agreement become unavailable, the Court may terminate this contract upon no less than a twenty-four (24) hour notice in writing to the Recipient. The Court shall be the final authority as to the availability and adequacy of funds. In the event of termination of this Agreement, the Recipient will be compensated for any work satisfactorily completed.
3. That this Agreement may be terminated immediately for the Recipient's non-performance or deficient performance. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not

be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Court's right to remedies at law or in equity.

4. That written notice of termination shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the Recipient responsible for administration of the program as appropriate.

E. Renegotiations or Modifications

1. Modifications to Attachment A may be made to incorporate changes made to the program by the judge overseeing the Felony Post-Adjudicatory Drug Court Expansion Court Program. These changes will be valid when they have been reduced to writing in a Contract Transmittal Letter by the Contract Manager and sent to the Recipient.
2. That, with the exception of modifying the Budget in Attachment B, modifications of all other provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in Court's operating budget, without said price level increases being approved in writing by the parties.
3. That the parties agree to renegotiate this Agreement if state revisions of any applicable laws, or regulations make changes in this contract necessary.

F. Notice

That any notice, that is required under this contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent by the Court to the representative of the Recipient responsible for administration of the program, at the designated address indicated in III.G.3 and by the Recipient, to Court's Contract Manager indicated in III.G.4.

G. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

1. The Recipient name, as shown on page 1 of this Agreement, and mailing address of the official payee to whom the payment shall be made is:
 Marion County, Florida Board of County Commissioners
 601 SE 25th Avenue
 Ocala, FL 32778
2. The name of the Recipient's contact person and street address where financial and administrative records are maintained is:
 Roy L. Wolgamuth, Esq. Contract Manager
 550 W. Main St.
 Tavares, FL 32778
3. The name, address, and telephone number of the representative of the Recipient responsible for administration of the program under this Agreement is:
 Jeffery Fuller, Trial Court Administrator
 110 NW 1st Avenue
 Room 577
 Ocala, FL 34475
4. The name, address, and telephone number of the Program Manager for the Court for this Agreement is:
 Roy L. Wolgamuth, Esq. Contract Manager
 550 W. Main St.
 Tavares, FL 32778
5. Upon change of representatives (names, addresses, telephone numbers and e-mail addresses) by either party, notice shall be provided in writing to the other party.

H. All Terms and Conditions Included

This Agreement and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this Agreement is legally determined unlawful or unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be stricken. Attachments and exhibits to this contract which apply, and therefore are incorporated by reference include (those indicated with a checked box (☑)):

Applicable attachments: <input checked="" type="checkbox"/> indicates the attachment applies to this contract.		
	Attachment #	Attachment Title
<input checked="" type="checkbox"/>	Attachment A	Scope of Work/Additional Provisions
<input checked="" type="checkbox"/>	Attachment B	State Fiscal Year Budget Document
<input checked="" type="checkbox"/>	Attachment C	Certification Regarding Lobbying
<input type="checkbox"/>	Attachment D	Criminal History Checks
<input checked="" type="checkbox"/>	Attachment E	Applicable Statutes, Laws & Rules
<input checked="" type="checkbox"/>	Attachment F	Compliance and Monitoring Provisions

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III.I. above.

IN WITNESS THEREOF, the parties hereto have caused this 17 page contract to be executed by their undersigned officials as duly authorized.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

THE FIFTH JUDICIAL CIRCUIT OFFICE OF COURT
ADMINISTRATION

SIGNED
BY:

NAME: Craig Curry
TITLE: Chairperson of the Board of Marion
County Commissioners

DATE: _____

F596000735012

MFMP Vendor # 59-6000735

FFIN

Approved as to form and legality

County Attorney

SIGNED
BY:

NAME: Daniel B. Merritt, Jr.
TITLE: Chief Judge, Fifth Judicial Circuit

DATE: 5-15-23

Reviewed as to legal form and sufficiency

Roy L. Wolgamuth May 15, 2023

Roy L. Wolgamuth, Esquire
General Counsel, Fifth Judicial Circuit

Attachment A - Scope of Work

PART 1 – GENERAL INFORMATION

Section A – Background and Purpose

The Florida Legislature has appropriated recurring, general revenue funds to Marion County for felony post-adjudicatory drug court expansion program. The program provides essential substance abuse and other treatment services, and community supervision to participants who have been arrested for a criminal offense as permitted in section 397.334, Florida Statutes.

This agreement provides the method for disbursement of the appropriated funds, how the funds may be spent, sets forth requisite deliverables, performance measures, financial consequences, reporting requirements, disbursement to expenditure reconciliation, invoice terms and other conditions necessary for payment. The total appropriation amount is identified in the Fiscal Year Budget, Attachment B to this Agreement.

Section B – Objective

The objective is to reduce offender recidivism by 80% by linking qualified recipients to deserved assistance by providing a strong support system in a therapeutic atmosphere. The program is comprised of two elements: treatment and supervision. It is through the four phases of the program that an offender is assessed for mental health and substance abuse issues, required to uphold appointments, communicate with an assigned mentor if available, perform community service, and fulfill reporting and testing requirements.

The goal for achieving the program objectives that are part of this agreement is to focus on the individualized needs of participants in regards to substance abuse, mental health, and holistic well-being.

PART 2 – WORK REQUIREMENTS

Section A – Deliverables, Services and Tasks

The "Deliverables" for this Agreement are the services of one full-time (1) staff position to perform the tasks specified below.

POSITION 1 – Court Program Specialist I

The Recipient will provide one (1) full-time equivalent (FTE) staff to serve as a Court Program Specialist I (hereinafter "Case Manager") who will work for the Court in the Fifth Judicial Circuit's Office of Court Administration to coordinate and manage the Marion County Drug Court Post-Adjudication Expansion Program and provide service referrals.

The Court Program Specialist I will not be assigned duties unrelated to the program without the pre-approval of the Court and a reduction of the amount invoiced. In the event of a vacancy, the services of temporary staffing, including Other Personnel Services (OPS) staff or contracted staff, may be engaged and reimbursed from the funds allocated for the vacant position. The individual in this position will be subject to all policies and procedures of the county.

The tasks required of this position are:

TASK SERVICE ID #	TASK SERVICE TITLE	DESCRIPTION/PERFORMANCE STANDARDS/FINICAL CONSEQUENCES
1*	Operating Procedures	<p>1.1. <u>DESCRIPTION:</u> Work with Program Stakeholders to review established operational procedures and processes for revision to maximize the efficiency of the program. The procedures must address, at a minimum, the topics of:</p> <ul style="list-style-type: none"> 1.1.1. Staffing and scheduling 1.1.2. Participant intake process 1.1.3. Model orders and forms 1.1.4. Case file documentation 1.1.5. Database use and inputting as required 1.1.6. Referral process 1.1.7. Case progress reviews and reporting 1.1.8. Court communication 1.1.9. Liaison services 1.1.10. Consultation services <p>1.2. <u>PERFORMANCE STANDARDS:</u> Review and revise the program operating procedures and present them to the Court for review by January 31st of each calendar year. Incremental updates to incorporate any operational changes made by the court in between annual review and revisions activities will be performed quarterly, as needed.</p> <p>1.3. <u>FINANCIAL CONSEQUENCES</u></p>

		If the revised draft operating procedures is not submitted to the Court by January 31 st , \$50 will be assessed against the invoice reimbursement, unless an extension is granted by the Contract Manager.
2*	Monthly Schedule	<p>2.1 <u>DESCRIPTION:</u> Draft and update the monthly schedule to include when applicable and not limited to:</p> <p>2.1.1. Court dockets: dates, times, locations, cases included staff assigned to attend</p> <p>2.1.2. Orientation sessions: dates, times, locations participants required to attend and staff assigned to conduct the session</p> <p>2.1.3. Cases scheduled for progress review and reporting</p> <p>2.1.4. Orders and forms due</p> <p>2.1.5. Court requests for information due</p> <p>2.1.6. Consultation sessions</p> <p>2.2 <u>PERFORMANCE STANDARDS:</u></p> <p>2.2.1. The completed monthly schedule is due for review by the last business day of the month.</p> <p>2.2.2. The Schedule must be finalized the last business day of the month for the upcoming month's activities, subject to revisions as events are modified.</p> <p>2.3 <u>FINANCIAL CONSEQUENCES</u></p> <p>For each day the draft schedule is not submitted after the date due for review by the Court, \$25 will be assessed against the invoice reimbursement, unless an extension is granted by the Contract Manager.</p>
3*	Maintain Databases	<p>3.1 <u>DESCRIPTION:</u></p> <p>Maintain and update participant data utilizing the Florida Drug Court Case Management System (FLDCCMS).</p> <p>3.2 <u>PERFORMANCE STANDARDS:</u></p> <p>Ensure each program participant's progress is recorded in the participant database by the end of each month 100% of the time.</p> <p>3.3 <u>FINANCIAL CONSEQUENCES</u></p> <p>Each month where a database does not reflect a participant's progress updated in the database records by the end of each month 100% of the time, \$25 per participant not updated will be assessed against the invoice reimbursement, up to a maximum of \$500, unless an extension has been granted by the Contract Manager.</p>
4*	Dockets & Formal Meeting Attendance	<p>4.1 <u>DESCRIPTION:</u></p> <p>Attend the Felony Post-Adjudicatory Drug Expansion Court docket.</p> <p>4.2 <u>PERFORMANCE STANDARDS:</u></p> <p>Court Case Manager or designee must attend 100% of all Felony Post-Adjudicatory Drug Court Expansion dockets.</p> <p>4.3 <u>FINANCIAL CONSEQUENCES</u> For each Felony Post-Adjudicatory Drug Court Expansion docket missed, an amount of \$25 will be assessed for each missed docket up to a total of three (3), after which the amount will increase to \$50, from the invoice reimbursement, unless an absence is approved by the Contract Manager in advance.</p>
5*	Bi-Weekly Staffings	<p>5.1 <u>DESCRIPTION:</u> Employee, or designee, attend bi-weekly staffings, subject to change based on the presiding judge's schedule, to:</p> <p>5.1.1 Discuss the upcoming docket</p> <p>5.1.2 Confirm new assignments, appointments, meetings and events.</p> <p>5.1.3. Review pre-trial assessment packets.</p> <p>5.1.4 Review outstanding cases and assignments, especially any cases with no new activity or progress for the week.</p> <p>5.2 <u>PERFORMANCE STANDARDS:</u></p> <p>A minimum of two (2) staffing will be held each month, subject to change based upon the presiding judge's schedule.</p> <p>5.3 <u>FINANCIAL CONSEQUENCES:</u></p> <p>For each month less than two (2) weekly staff meetings are held, \$50 per missed meeting will be assessed against the invoice reimbursement, unless excused by Contract Manager in advance.</p>
6.	Orientation Program	<p><u>DESCRIPTION:</u></p> <p>Facilitate an orientation program for each incoming participant. Orientation will include, but is not limited to:</p>

		<p>6.1.1. Purpose, rules, goals and objectives of the Felony Post-Adjudicatory Drug Court Expansion Program</p> <p>6.1.2. Qualifications for admission and continued participation in the Program</p> <p>6.1.3 Expectations of the participant</p> <p>6.1.4 Sanctions for non-cooperation, lack of progress, and failure to meet target goals.</p> <p>6.2 PERFORMANCE STANDARDS:</p> <p>Orientation sessions will be conducted within 7 calendar days of a participant's admission to the Program.</p> <p>6.3 FINANCIAL CONSEQUENCES:</p> <p>If the percentage of orientation sessions not conducted within 7 calendar days of admission to the Program exceeds 5% of the total number of orientation sessions for the month, a \$25 per late session fee will be assessed against the invoice reimbursement.</p>
7.	Judicial Consultation Services	<p>DESCRIPTION:</p> <p>Provide consultation with the Court and Court staff on issues relating to participants who are not part of the Felony Post-Adjudicatory Drug Court Expansion Program</p> <p>7.2 PERFORMANCE STANDARDS:</p> <p>7.2.1. Attend all scheduled appointments for consultation.</p> <p>7.2.2. Complete and respond to any requests for consultation by the due date given by the Court or, in the absence of a due date, within fourteen (14) calendar days of the receipt of the consultation request.</p> <p>7.3 FINANCIAL CONSEQUENCES:</p> <p>7.3.1 Failure to attend a scheduled consultation appointment will result in an assessment of \$50 against the next invoice reimbursement, unless waived by the Contract Manager.</p> <p>7.3.2 Failure to meet a request response due date will result in a \$25 per day late assessment against the invoice reimbursement, unless an extension has been granted by the Contract Manager.</p>
8.	Liaison Services	<p>DESCRIPTION:</p> <p>The Employee will serve as the liaison between the Court and all third parties on all Felony Post-Adjudicatory Drug Court Expansion matters, coordinating all activities through the Contract Manager.</p> <p>8.2. PERFORMANCE STANDARDS:</p> <p>N/A</p> <p>8.3. FINANCIAL CONSEQUENCES:</p> <p>N/A</p>

SECTION B – SUPPORTING DOCUMENTATION AND REPORTS

ID #	TITLE	DESCRIPTION	DUE
MFR	Monthly Financial Report	<p>Detailed electronic version of the budget and financial report of the revenues and expenditures associated with providing the programs and services detailed in this Agreement by the Recipient. This report must account for all funds disbursed, including funds advances and monthly invoice disbursements for the prior month and cumulative for the fiscal year.</p> <p>Detailed electronic version of the budget and financial report of the revenues and expenditures associated with providing the programs and services detailed in this Agreement by the Recipient. This report must account for all funds disbursed, including funds advances and monthly invoice disbursements for the prior month and cumulative for the fiscal year.</p>	By the 10 th of each month for the services delivered the prior month
MPSR	Monthly Program Services Report	<p>A summary of the program activities provided to include:</p> <ol style="list-style-type: none"> 1. Monthly program schedule for the upcoming month (<i>MCFPDCE Schedule for Staffings and Court Dates</i>). 2. Monthly Felony Post-Adjudicatory Drug Court Expansion docket attendance sheet detailing all dates Felony Post-Adjudicatory Drug Court Expansion dockets were held and whether the Court Case manager attended (<i>Sign-in Sheets</i>). 	By the 10 th of each month for the services delivered the prior month

		<ol style="list-style-type: none"> 3. Monthly incoming participant report in spreadsheet format containing a list of all participants who enrolled in the program within the past month (<i>New Participant Enrollments</i>). 4. Monthly participant database containing each program participant's progress in the program (<i>Participant Status Report</i>) 5. Monthly model order and form database containing each program participant's appropriate orders and forms, as it pertains to their case/s, and the date each order and form was completed (<i>New Participant Orders/Forms Log</i>). 6. Monthly Judiciary Consultation log containing requests for consultation by the judiciary, the date of each request, and the date consultation services were administered by the CPS, when applicable (<i>Judicial Consultation Log</i>). 7. Monthly staff meetings report containing each meeting date within the month, whether the CPS attended, and the client status report(s) and the new assignments report(s) given to the staffing team during the month (<i>Felony Post-Adjudicatory Drug Court Expansion Court Staffing</i>). 8. Monthly pretrial diversion violations and accomplishments document which details each pretrial diversion violation and accomplishment, as well as the date the Court was notified (<i>Incentive Report and Sanction Report</i>). 9. Monthly log of defendants identified and assessed containing each defendant identified and/or assessed for the Felony Post-Adjudicatory Drug Court Expansion Program. (<i>Felony Post-Adjudicatory Drug Court Expansion Court Summary Report</i>) 10. Monthly salary report detailing the hours worked by the CPS on activities directly related to this Agreement, the amount paid to each employee broken down by salary and individual benefits, and the total amount paid to each employee during this Agreement. 	
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Section C – Program Administration, Oversight and Monitoring

1. Recipient Reimbursement and Invoicing

- 1.1. This is a monthly cost reimbursement agreement. Only actual allowable expenditures for providing the services required under this agreement during each month will be reimbursed. All tasks in Part 2, Section A must be performed according to the minimum standards specified to be accepted by the Court.
- 1.2. Funds may only be used as follows:
 - 1.2.1. Hourly rates for salaries and benefits for the positions identified in Attachment A, Part 2, Section A, of this Agreement, when performing work required under this contract:
 - 1.2.1.1. Court Program Specialist I
 - 1.2.2. Operational expenses including, but not limited to: office supplies, equipment and furnishings, computer equipment and supplies, training and educational costs associated with the Felony Post-Adjudicatory Drug Court Expansion (including registration fees), telephone charges, temporary staffing, medical assessments, and laboratory testing, incurred subsequent to this Agreement.
 - 1.2.3. Other items not listed, but directly connected to providing the services required under this agreement, are reimbursable with the justification and prior approval of the Contract Manager.
 - 1.2.4. Any item \$1,000 or greater must have pre-approval of the Contract Manager.
 - 1.2.5. Travel expenses will be reimbursed at rates that do not exceed the maximum rates allowed for State employees found in section 112.061, Florida Statutes. Travel outside of Marion County must be approved in advance by the Contract Manager.
- 1.3. Expenditures for services provided under this contract will be based on the presentation of evidence validating an allowable, reasonable and customary expense for providing the documents and services as listed in Attachment A, Part 2 Sections A and B. No other compensation will be made.
- 1.4. Expending funds on an unallowable, unreasonable, or non-customary expense will require the Recipient to pay for the disallowed expense out of its own funds.
- 1.5. Expenses reimbursed from any other source are not eligible under this Agreement
- 1.6. Invoices with all supporting documentation sufficient to perform a pre-audit and post audit must be submitted by the 10th of each month for the expenditures incurred during the prior month. Invoices must include:
 - 1.6.1. The reports identified in Section B of this attachment.
 - 1.6.2. A certification statement that the "Expenses being submitted for reimbursement are true and accurate expenditures incurred while providing the services required under our Agreement. All services were provided

in accordance with the terms and conditions of the Agreement and have not been and will not be reimbursed by any other source".

2. Corrective Action

- 2.1. The Court may require the Recipient submit a corrective action plan (CAP) to cure any deficiency, non-compliance, non-performance, or unacceptable performance identified by the Court under this agreement. The Court's Contract Manager will send a notice detailing the deficiencies and the methods and standards used to identify the deficiency(ies). The Recipient will have ten (10) calendar days from receipt of the notice to submit a plan proposing the steps the Recipient will take to cure the deficiencies. The Court will have five (5) calendar days to either accept the plan or require changes.
- 2.2. In the event the Court requires a CAP, as specified in Section III.C., the Court will withhold an amount up to 25% of the Recipient monthly reimbursement, depending on the severity of the deficiency and the length of time the Recipient proposes to cure the deficiency(ies). If the Recipient fails to correct the deficiency(ies) within the time allowed, the Recipient will forfeit the withheld amounts as liquidated damages. If the deficiency(ies) are cured by the due date, the withheld amounts will be returned to the Recipient.

PART 3 – ADDITIONAL INFORMATION

Section A – Confidentiality

1. The Recipient shall ensure that Recipient, officers, employees, staff, volunteers, contractors, subcontractors and anyone coming in contact with information during the performance of this Agreement shall not disclose confidential information, except as specifically authorized by law.

Section B – State Funding

The funds for this Agreement are from an award of State Funds by the Florida Legislature.

Attachment B

1. BUDGET ESTIMATES FY 2023-2024

LINE #	SALARIES AND BENEFITS	SALARY Including taxes/expenses July 1, 2023- June 30, 2024 (12 months)	ANNUAL EXPENSE
1	Court Program Specialist I	\$46,630.60	\$21,858.78
3	TOTAL		\$68,489.38

LINE #	DIRECT EXPENSES	ANNUAL EXPENSE
4	Operational Expenses (*Excess funds realized from unspent salaries and benefits due to position adjustments, savings on benefit costs or vacant positions, may be transferred to this line item and spent on direct operational expenses.)	\$20,000
5	TOTAL ALLOCATED	\$88,489.38

6	NOT TO EXCEED AGREEMENT TOTAL - July 1 2023 to June 30, 2024	\$89,000.00
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*Transfer of funds between line items requires the prior approval of the Contract Manager, which shall be in the form of a revised Attachment B. Attachment B may be revised by the issuance of a Contract Transmittal Letter, without the need for a formal amendment.

Attachment C - Certification Regarding Lobbying For Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No state appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence the Governor, an employee of the Executive office of the Governor, a member of the Florida Legislature, an officer or employee of the Legislature, a justice, judge, officer or employee of the Judicial Branch of Florida, an officer or an employee of any state or federal government agency in connection with the awarding of any state or federal contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence Governor, an employee of the Executive office of the Governor, a member of the Florida Legislature, an officer or employee of the Legislature, a justice, judge, officer or employee of the Judicial Branch of Florida, an officer or an employee of any state or federal government agency in connection with this state contract, grant, loan, or cooperative agreement, the undersigned shall disclose such relationship to the Court's Contract Manager.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transactions was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____

Date: _____

Attachment D intentionally omitted

Attachment E

EXHIBIT 1

STATE FUNDING AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Chapter 2017-71, Laws of Florida

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Public Law 104-191 – Health Insurance Portability and Accountability Act (HIPPA)

§215.422, Florida Statutes – Payments, Warrants and Invoices, Processing Time Limits, Dispute Resolution, Agency and Judicial Branch Compliance

§215.425, Florida Statutes – Extra Compensation Claims Prohibited, Bonuses and Severance Pay

§215.985, Florida Statutes – Transparency in Government Spending

§216.052, Florida Statutes – Community Budget Requests/Appropriations

§394.4615, Florida Statutes – Confidentiality of Records in Mental Health Treatment Facilities

§415.1034, Florida Statutes – Mandatory Reporting of Abuse, Neglect or Exploitation of Vulnerable Adults

§456.063(3), Florida Statutes – Mandatory Reporting of Allegations of Provider Sexual Misconduct

Rule 2.430, Florida Rules of Judicial Administration – Retention of Records

Rule 2.440, Florida Rules of Judicial Administration – Retention of Administrative Records

Attachment F - COMPLIANCE MONITORING AND AUDITING

The administration of resources awarded by the Florida Legislature, administered by the Office of the State Courts Administrator to the Recipient will be subject to audits and/or monitoring by OSCA, as described in this section. Although the OSCA is not a state awarding agency under the to the Florida Single Audit Act (Act), the state funds awarded under this Contract will be treated as state financial assistance subject to the provisions of the Act as outlined herein.

MONITORING

In addition to reviews of audits conducted, monitoring procedures may include, but not be limited to, on-site visits by OSCA staff, limited scope compliance, financial or performance audits, and/or other monitoring methods. By entering into this Agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by OSCA. In the event OSCA determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by OSCA staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OSCA, the Supreme Court Inspector General, the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: STATE FUNDED AGREEMENTS

1. In the event that the Recipient expends a total amount of state funds equal to or in excess of \$750,000 in any fiscal year of such Recipient, the OSCA requires the Recipient to have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Attachment A, Part 3, Section B and Attachment E, Exhibit 1 to this Agreement indicates state funds awarded by the Florida Legislature through OSCA by this Agreement. In determining the state funds expended in its fiscal year, the Recipient shall consider all sources of state funds, including state funds received from OSCA, other state agencies, and other non-state entities. State funds do not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as specified in Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Recipient expends less than \$750,000 in state funds in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than \$750,000 in state funds in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

PART II: REPORT SUBMISSION

1. Copies of financial reporting packages required by PART I of this Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

- A. The OSCA at the following address:

Office of the State Courts Administrator
General Services Unit
Supreme Court Building
500 S. Duval Street
Tallahassee, Florida 32399-1900

- B. The Contract Manager's Office at the following address:

Court Administration
Attn: Roy L. Wolgamuth, Esq.
Fifth Floor
550 W Main St.
Tavares, FL 32778

PART III: RECORD RETENTION

The Recipient 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 OSCA, the Supreme Court Inspector General, CFO, Auditor General, or a duly authorized designee access to such records upon request. The Recipient shall ensure that audit working papers are made available to OSCA, the Supreme Court Inspector General, CFO, Auditor General, or a duly authorized designee upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by OSCA.