

**MARION COUNTY
STANDARD PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this 18th day of February 2025, by and between **Marion County Florida**, a political subdivision of the State of Florida, hereinafter called the “County” and **CATS, INC.**; possessing FEIN 59-3195514; whose address is 8019 SW 103rd St. Rd. Ocala, FL 34481 and who is authorized to conduct business in the State of Florida, hereinafter called the “PROVIDER”.

WITNESSETH:

WHEREAS, the COUNTY has contracted with Professional Probation Services to provide Misdemeanor Offender Supervisor Services and;

WHEREAS, the parties desire to enter into a written agreement concerning the Outpatient Drug Treatment Services for Misdemeanor Offenders as set forth in this agreement, now therefore

IN CONSIDERATION of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by both parties, the parties hereto do covenant and agree as follows:

1. **STANDARD TERMS.** The PROVIDER and the County mutually agree to the terms and conditions as outlined in this Agreement. The objectives of this contract are as follows:
 - A. Reduce by fifty percent (50%) the criminal recidivism of the clients who successfully complete the Individualized Treatment Program as reported by Professional Probation Services within six (6) months of termination from the program.
 - B. Develop a positive peer support network and to attend community based support groups and any recommended aftercare to maintain sobriety following successful termination from the treatment program as documented through attendance in the aforementioned programs.
 - C. Enhance educational self-care and self-sufficiency capabilities and parenting skills through participation and successful completion in the Individualized Treatment Program as evidenced by successful completion of the areas identified on the treatment plan.
 - D. Provide follow up contracts with the participants who successfully complete the treatment program for a minimum of three (3) months to document the maintenance of the sobriety and healthy living.

2. **COMPENSATION.** The County agrees to pay the PROVIDER compensation as detailed in Exhibit A, attached hereto and made a part hereof.
3. **SERVICES AND PERFORMANCE.** The County does hereby retain the PROVIDER to furnish certain services in connection with Drug Rehabilitation and the County mutually agrees to furnish, each to the other, the respective services, information and items as described in the above in the Scope of Services as described in Exhibit B.
4. **TERMS.** Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect through completion of all services required of the PROVIDER or a five (5) year term from the date of the execution of this Agreement. Upon mutually agreement by both parties, this Agreement may be extended for an additional five (5) years.
5. **INSURANCE.** The amount of liability insurance to be maintained by the PROVIDER for this agreement shall be \$1,000,000.00.
6. **SUBCONTRACTS.** Unless otherwise agreed upon by the COUNTY; there will be no subcontracts allowed with this Agreement.
7. **MISCELLANEOUS.**
The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein:

Exhibit A – Compensation
Exhibit B – Scope of Work
8. **AMENDMENTS.**
This Agreement may only be amended by mutual written agreement of both Parties.
9. **BOOKS AND RECORDS.**
FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.
10. **Public Records Compliance**
A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC

**RECORDS RELATING TO THIS AGREEMENT,
CONTACT COUNTY'S CUSTODIAN OF PUBLIC
RECORDS AT:**

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

- B. FIRM shall comply with public records laws, specifically:
- Keep and maintain public records required by COUNTY to perform the Work;
 - Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
 - Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

11. **INDEMNIFICATION.** FIRM shall indemnify and hold harmless COUNTY, its officers, employees, and agents from all suits, claims, or actions of every name and description brought against COUNTY for liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM in the performance of this Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. This section shall survive the termination of the Agreement.

12. **INSURANCE.** As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one

half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The FIRM, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident.

- In the event the FIRM does not own vehicles, the FIRM shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

13. **INDEPENDENT CONTRACTOR.** In the performance of this Agreement, FIRM will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

14. **DEFAULT/TERMINATION.** In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination.

COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

15. **DAMAGE TO PROPERTY.** FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.
16. **TERMINATION FOR LOSS OF FUNDING/CANCELLATION FOR UNAPPROPRIATED FUNDS.** The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
17. **USE OF OTHER CONTRACTS.** COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.
18. **EMPLOYEE ELIGIBILITY VERIFICATION.** COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.

- b) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- e) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
- g) If COUNTY terminates this Agreement with FIRM, FIRM may not be awarded a public Agreement for at least one (1) year after the date of termination.
- h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
- j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Contract.

19. **FORCE MAJEURE.** Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods, pandemics and epidemics.

20. **COUNTERPARTS.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

21. **FIRM CONDUCT:** These Guidelines govern FIRM while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with FIRM's work or at FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

22. **AUTHORITY TO OBLIGATE.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power

to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

23. **LAW, VENUE, WAIVER OF JURY TRIAL, ATTORNEY'S FEES.**

This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

24. **SCRUTINIZED COMPANIES, PURSUANT TO SECTION 287.135, F.S.**

A. Certification.

1. If this Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to meet any of the following conditions:

- a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:
- a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
- C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
 2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

25. **SOVEREIGN IMMUNITY.** Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement. This section shall survive the termination of the Agreement.

26. **ON-GOING COMPLIANCE.** The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 28 – Notices. The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. FIRM’s and COUNTY’s representatives and addresses for notice purposes are:

FIRM: CATS, Inc.
8019 SW 103rd St. Rd. Ocala, FL 34481
CONTACT PERSON: Sally Campbell

COUNTY: Marion County Administration
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: freedom2287@aol.com designation signifies FIRM’s election to accept notices solely by e-mail.

[Signature page will follow]

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

ATTEST:

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

KATHY BRYANT DATE
CHAIRMAN

BCC APPROVED: February 18, 2025
25C- 075| Drug Treatment Providers

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

MATTHEW G. MINTER DATE
MARION COUNTY ATTONREY

WITNESS:

CATS, INC.

SIGNATURE

PRINTED NAME

BY: DATE

PRINTED:

ITS: (TITLE)

WITNESS:

SIGNATURE

PRINTED NAME

**EXHIBIT A
COMPENSATION FOR DRUG REHABILITATION SERVICES**

1. Per OFFENDER Charges:

- A. Intake Assessment Offender \$50.00**
1. Includes Drug Screen
- B. Termination Assessment Report \$35.00**
1. Includes Drug Screen
- C. Case Management Review \$30.00**
1. Includes (1) per month

2. Per PERSON Charges:

- A. Stage I Education Group \$20.00 per session**
***Maximum Complete Cost per Person \$280.00 (not to exceed)**
- B. Stage II Group Therapy \$20.00 per session**
***Maximum Complete Cost per Person \$1,040.00 (not to exceed)**
- C. Stage III Group Therapy \$20.00 per session**
***Maximum Complete Cost per Person \$2,080.00 (not to exceed)**
- D. Special Needs \$60.00 per hour or**
***Written Clinical Justification is Required \$30.00 per half hour**
For each individual case

- 3. Random Urinalysis Screens \$5.00 one panel**
***Client Responsibility \$10.00 two panels**
\$20.00 three panels

EXHIBIT B
SCOPE OF SERVICES
DRUG REHABILITATION PROVIDERS

**As per Marion County Ordinance 92-46 and
Florida Administrative Code 65D-30:**

Referrals and Assessment

Referrals to this program shall be accepted from the Professional Probation Services. Each offender referred shall participate in an in-depth clinical assessment to determine the severity of the chemical dependency and stage of treatment needed. The assessment shall include the history of drug use, history of drug treatment, history of mental illness and treatment, aggressive behavior and level of risk. A comprehensive individualized treatment plan shall be developed during the assessment phase to identify areas that shall be addressed during treatment and treatment modalities. The assessment shall be completed within fifteen (15) working days of the referral. Evaluations from other providers shall be accepted and recommendations to the treatment program followed as applicable in an effort not to duplicate services and reduce the costs to the County. The assessment shall last approximately sixty (60) minutes. The treatment staff shall notify Professional Probation Services of any missed appointments within twenty four (24) hours by phone or fax. The treatment staff shall make recommendations for treatment regardless of whether the offender admits to a drug problem or demonstrates a desire to participate in treatment. If the offender is in need of a more restrictive setting than offered by the outpatient program, the treatment staff shall make such recommendations to Professional Probation Services.

Treatment Programming

The stage of treatment determined to be appropriate as well as the contents of the treatment plan and length and frequency of treatment shall be communicated to the Professional Probation Services.

Treatment shall be divided into services based on restrictiveness. These include but may not be limited to the following:

- A. Stage I Substance Abuse Education Group that shall be offered three (3) times per week for accessibility to last 1.5 hours for six (6) sessions. It is anticipated that the offender shall attend (1) session of the (3) offered per week. Twelve (12) clients per session should be served. This group shall be closed ended and shall focus on the disease concept, addictive behavior, alternative methods of behavior, effects on the family, legal issues, physical and psychological effects, AIDS awareness, and how to access community based

support groups. Each participant shall complete a pre and post test to assess competency and the need for further treatment.

B. Stage II Substance Abuse Group Counseling: Example would be to offer counseling two (2) times per week for twelve (12) weeks to last 1.5 hours per session. The client must attend group two (2) times per week. This may be reduced to one (1) time per week after the client stabilizes. This group shall focus on the disease concept, alternatives to use, legal issues, physical and psychological effects, AIDS awareness and how to access community based support groups. It shall also focus on stress management, anger control and shall be a process group.

C. Stage III Intensive Group Therapy similar to the DUI Court concept that includes therapeutic groups two (2) times per week for fourteen (14) weeks to last 1.5 hours per session. When combining Stage I, II and III; no one client can exceed fifty two (52) total weeks of therapy/counseling. The client must attend group two (2) times per week; this may be reduced to one (1) time per week after the client stabilizes. This group shall be limited to twelve (12) participants and shall consist of psycho educational materials and therapeutic topics. These groups shall focus on the above mentioned materials and including a relapse prevention module that addresses the following:

1. Identifying the problem.
2. Taking responsibility for one's own actions.
3. Identification for specific internal and external high risk factors that are likely to be precursors of future use.
4. Learning to predict their occurrence and acquiring specific coping skills.
5. Developing action plans based on those skills to prevent the use/offense.

D. Stage IV Individual Counseling shall last at least sixty (60) minutes and the number of sessions shall be determined by the treatment plan at Assessment at or upon identification of specialized services needed during the course of treatment.

E. Aftercare group shall provide an opportunity for clients to continue to participate in treatment once they have successfully completed the program. These sessions are offered at no cost to the participant and shall be facilitated weekly for 1.5 hours. This group is open ended and with no limit for capacity. The goal of this group is to monitor offender's practice of the techniques learned in the other levels of treatment program. The staff that facilitates this group shall also encourage participants to utilize the community based support programs such as AA/NA.

F. Monthly progress reports shall be prepared on each participant to include the following:

1. Participation.
2. Attendance.
3. Urinalysis results.
4. Progress in the program.

These reports shall be submitted by the 15th of each month with the monthly invoice. If the Monthly Progress Reports are not submitted and/or are not completed, the monthly invoice will not be processed, but instead returned to the PROVIDER for proper documentation.

G. Random Urinalysis Testing shall be provided by the Treatment Agency. This testing shall include at a minimum one (1) random test for each offender at the program site, during the course of treatment. This testing shall be at no cost to the County and offenders shall be responsible for payment. Results obtained through the random testing conducted at Professional Probation Services to satisfy court ordered requirements, of the testing shall be forwarded to Professional Probation Services within seventy two (72) hours. Release of Information must be signed by client at agency allowing Professional Probation Services to provide urinalysis results.

H. Five (5) hours of substance abuse training shall be provided to the Professional Probation Services each year. Training shall be arranged with Professional Probation Services to establish regular sessions.

I. Written Termination Assessments shall be completed and submitted within ten (10) calendar days following termination. This termination summary shall include the following information:

1. Areas of completion as identified on Treatment Plan.
2. Recommendations for follow up.
3. Length of treatment.
4. Reason for termination.

If a client is in need of a more restrictive treatment environment, after a treatment team review, a referral shall be made to the most appropriate program. The Salvation Army Ocala Correctional Services shall be informed of the need for a more intense treatment modality.

A Quarterly Summary Report of Terminations shall be provided to Professional Probation Services identifying the failures, number of failures during the report quarter and the reason for each. The treatment staff shall be responsible for maintaining a log that documents this information.

All reports, group notes, individual assessments and general notes are to be made available to either County staff or Professional Probation Services for auditing purposes at any time. All records shall be maintained in accordance with the Florida Department of State General Records Retention Laws.

Invoicing of Services

All invoices are to be submitted on a monthly basis by the PROVIDER to Professional Probation Services. All invoices must be submitted by the 10th of each month with the appropriate documentation and/or reports as specified above. If invoices are received late, they will be held until the following month. If the invoices are received without the proper documentation, they will be returned to the PROVIDER so the proper documentation can be attached.

Staff Responsibilities

All staff for this contract shall possess a CAP, CAAP or an appropriate degree to provide service to the chemically dependent population. Staffing for this program shall consist of therapists who shall work primarily afternoons and evenings. The Therapist for this program shall be phased in based on increase in caseload. An example of a typical weekly schedule is as follows:

Educational Stage I	(Mon-Wed-Fri)	6:30 pm to 8:00 pm
Stage II	(Tue-Thurs)	6:30 pm to 8:00 pm
Stage III	(Mon-Wed-Fri)	6:30 pm to 8:00 pm
After Care	(Fri)	6:30 pm to 8:00 pm

If additional sessions are needed to provide services to a larger number of clients, more sessions will be added.

Assessment and Individual sessions are offered from 1:00 pm to 6:00 pm and again between 8:00 pm and 10:00 pm Monday through Thursday. If additional assessment hours are needed they can be added. It shall be understood that the treatment agency provide adequate staff for this contract and that waiting lists are unacceptable.

Job Responsibilities of the Clinical Staff (2) Full Time Employees

- A. To provide clinical assessments to those referred due to chemical dependency by Professional Probation Services within fifteen (15) working days of referral.
- B. To develop an Individualized treatment plan with the client and provide a copy to Professional Probation Services.
- C. To facilitate group and individual counseling as deemed appropriate and sanctioned by Professional Probation Services.
- D. To facilitate educational groups to participants who are deemed eligible.
- E. To prepare monthly reports as designated.
- F. To coordinate the provision of service delivery with Professional Probation Services for the purpose of planning, review of treatment needs, progress, exchange of information and other issues to ensure the appropriate service delivery for the client.
- G. To facilitate in-service training to the staff of Professional Probation Services regarding substance abuse issues.