

Clay County Agreement/Contract No. 2024/2025 - _____

**CLAY COUNTY PROBLEM-SOLVING COURTS
FUNDING AGREEMENT FOR FY 2025/2026**

This Clay County Problem-Solving Courts Funding Agreement for FY 2025/2026 (“Agreement”) is entered into on this _____ day of September, 2025, between Clay County, a political subdivision of the State of Florida (the “County”) and Clay Behavioral Health Center, Inc., a Florida Non-Profit Corporation (“Clay Behavioral”).

RECITALS

WHEREAS, Clay Behavioral is a non-profit corporation that provides mental health and substance abuse treatment services within the County; and

WHEREAS, by Ordinance codified in Chapter 2, Article I, Sec. 2-1 of the Clay County Code, the County has imposed the \$65 court cost authorized under Section 939.185, Florida Statutes (“\$65 Funds”); and

WHEREAS, as provided under Section 939.185(1), Florida Statutes, twenty-five percent of the \$65 Funds collected shall be allocated to fund innovations, as determined by the chief judge of the circuit, to supplement county funding for local requirements under Section 29.008(2)(a)2, Florida Statutes; and

WHEREAS, local requirements under Section 29.008(2)(a), Florida Statutes are those specialized programs, nonjudicial staff, and other expenses associated with specialized court programs; and

WHEREAS, pursuant to Section 397.334(1), Florida Statutes, counties in the State of Florida are authorized to provide funding for “a treatment-based drug court program under which persons in the justice system assessed with a substance abuse problem will be processed in such a manner as to appropriately address the severity of the identified substance abuse problem through the treatment plans tailored to the individual needs of the participant”; and

WHEREAS, treatment-based drug court programs may include pretrial intervention programs as provided in Sections 948.08, 948.16, and 985.345, Florida Statutes, treatment-based drug court programs authorized in Chapter 39, post-adjudicatory programs as provided in Sections 948.01, 948.06, and 948.20, Florida Statutes, and review of the status of compliance or noncompliance of sentenced offenders through a treatment-based drug court program; and

WHEREAS, the Chief Judge of the Fourth Judicial Circuit, State of Florida (the Court), has approved court programs within Clay County referred to as Problem-Solving Courts in accordance with the requirements of Section 397.334, Florida Statutes, that include subprograms for Adult Drug Court, Veterans Treatment Court, and Mental Health Court services that address substance use and abuse and mental health needs of persons charged with criminal offenses (the “Subprogram(s)”); and

WHEREAS, the key components and elements of the Subprograms are described in **Exhibit A** attached hereto; and

WHEREAS, the assessment, treatment, and testing services for the Subprograms of the Problem-Solving Courts have been implemented and are being provided by Clay Behavioral; and

WHEREAS, the Court has requested funding for the Subprograms from the County in accordance with Sections 939.185 and 29.008(2)(a)(2) (Local Requirements), Florida Statutes to pay for the assessment, treatment, and testing services provided by Clay Behavioral during the fiscal year of the County commencing October 1, 2025, and continuing through September 30, 2026; and

WHEREAS, the County is willing to provide such funding under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference. The term of this Agreement shall commence on October 1, 2025 and end at midnight on September 30, 2026, unless sooner terminated as provided elsewhere in this Agreement.

2. In connection with the Subprograms for the Problem-Solving Courts, i.e., the Adult Drug Court, Veterans Treatment Court, and Mental Health Court, Clay Behavioral shall provide the following services (“Services”) either directly or through third parties approved by the Director referenced under paragraph 3 of this Agreement:

(a) Upon referral from the State Attorney’s Office and/or Defense Counsel, each prospective Subprogram participant (“Participant”) shall undergo a programmatic screening to determine eligibility for the Subprograms. Upon admittance into a Subprogram, each Participant shall undergo a clinical assessment by a qualified substance abuse counselor on staff with Clay Behavioral (“Clinical Assessment”). Based on the Clinical Assessment the counselor shall determine the extent of the Participant’s substance addiction and/or dependence and whether the Participant is appropriate for a Subprogram. The Clinical Assessment will also determine the need for other collateral services such as those related to health, medical management, housing, vocational training and employment, and dual diagnosis issues.

(b) Clay Behavioral shall provide specialized in-jail treatment services to Participants by a qualified substance abuse counselor on staff with Clay Behavioral (“In-Jail Treatment Services”). The In-Jail Treatment Services shall consist of individual counseling conducted while a Participant is incarcerated as a sanction by the drug court judge for the Participant’s failure to abide by and perform Subprogram requirements. The In-Jail Treatment Services provide continuity of treatment.

(c) For a Participant who is unable to remain drug-free in an outpatient setting, Clay Behavioral shall procure appropriate in-patient residential treatment (“Residential Treatment Services”).

(d) Clay Behavioral shall provide drug testing through periodic urinalysis of specimens provided by Participants in order to determine compliance with the Subprogram requirement to remain drug-free (“Drug Testing Services”).

(e) Clay Behavioral shall provide or procure temporary housing (“Transitional Housing”) for certain Participants if, in the judgment of the Director, the same is reasonably anticipated and calculated to materially facilitate or enhance the efficacy of other Services delivered to such Participants.

(f) Clay Behavioral shall provide for a minimum of one staff to attend the National Association of Drug Court Professionals Annual Training Conference and/or other continuing drug court education approved by the Director.

3. Clay Behavioral shall provide the Services under the coordination and administration of the Director of Problem-Solving Courts for the Fourth Judicial Circuit, State of Florida or as designated by the Problem-Solving Court Administrative Judge and/or Court Administrator, Fourth Judicial Circuit, State of Florida (the “Director”).

4. Subject to the limitations set forth in this paragraph and paragraphs 5, 6 and 7 of this Agreement, the County shall pay Clay Behavioral for all Services provided directly by Clay Behavioral, and shall reimburse Clay Behavioral for the eligible expenses incurred by Clay Behavioral in procuring Services through a third party (“Eligible Expenses”). No more frequently than once each calendar month, Clay Behavioral shall submit to the Director a statement for Services provided and Eligible Expenses incurred (“Statement”) under paragraph 2. Each Statement shall include a detailed itemization of the Services provided and Eligible Expenses incurred, and proof of prior payment-in-full by Clay Behavioral for all Eligible Expenses. The itemization shall conform to the categories referenced under paragraph 6. Services and Eligible Expenses shall not exceed the unit costs set forth in paragraph 6. All Eligible Expenses shall be approved by the Director before being reimbursed by the County. Clay Behavioral shall promptly submit to the County such additional information and supporting documentation in support of any Statement as the County may reasonably request. The County shall not accept any Statement submitted to the Director after October 31, 2026, nor shall the County have any obligation to pay for Services or Eligible Expenses not included in a Statement submitted to the Director by this deadline. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

5. The County shall have no obligation to reimburse any expenses incurred by Clay Behavioral in providing any Services directly or through a third party unless the same are Eligible Expenses. No Eligible Expense submitted to the County for reimbursement shall be subject to any handling fee, processing fee, surcharge or other mark-up. In order to be deemed an Eligible Expense:

- (a) Clay Behavioral must have made prior payment-in-full of the expense; and,
- (b) The related Services must have been approved by the Director; and,
- (c) The related third party through which the Services have been provided must have been approved by the Director; and,
- (d) The unit costs of the related Services must not exceed those set forth in paragraph 6.

6. The maximum obligation on the part of the County to pay Clay Behavioral for Services and to reimburse Clay Behavioral for Eligible Expenses under this Agreement shall not exceed the total sum of \$164,000.00. The maximum obligation on the part of the County to pay Clay Behavioral for Services and to reimburse Clay Behavioral for Eligible Expenses under this Agreement for any particular calendar month shall not exceed the sum of \$13,666.66 unless less than the full monthly allocation is paid or reimbursed for a particular calendar month and the remaining balance is being added to the allocation for a subsequent calendar month in accordance with the last provision of this paragraph. The maximum obligation on the part of the County to pay Clay Behavioral under this Agreement shall not exceed the budgeted funds during the fiscal year of the County within which the Services occur. The Services and Eligible Expenses shall be allocated among the following categories as follows:

(a) Clinical Assessments (In-Jail or Onsite): Clinical Assessments consist of a comprehensive assessment to determine eligibility for and appropriate level/dosage of clinical treatment services for Substance Abuse Treatment and/or Mental Health Treatment within the Program. The severity of a Participant's assessment determines if the Participant is placed in Residential or Outpatient services and whether those services will be for substance abuse treatment or substance abuse treatment and a co-occurring mental health disorder. Assessments at the unit cost of \$120.00 per assessment.

(b) Individual Therapy/Family Counseling: Individual Therapy/Family Counseling sessions consist of individual sessions with program Participants and/or family members, not in a group setting, to address identified treatment needs pertaining to substance abuse, mental health disorders, trauma, family/social reintegration, and treatment plan updates. Individual sessions will occur, at a minimum, of one time per month per Participant as determined by individual need. One-hour sessions at a unit cost of \$80.00 per hour.

(c) Group Treatment Services: Group therapy is a form of psychotherapy that involves one or more therapists working with several people at the same time. Group therapy focuses on achieving abstinence through group discussion relating to participant struggles, triggers, and coping with everyday issues. Group therapy is structured and guided by evidence-based clinical curriculum developed to provide intensive treatment to the target population. Group therapy is integrated into a comprehensive treatment plan that also includes individual therapy and other clinical treatment services as identified. Group

services will be conducted as two to two and a half hour group treatment sessions at the unit cost of \$50.00 per session.

(d) Substance Use/Abuse Testing/Monitoring, includes urine specimen collection services, urine specimen testing, alcohol monitoring devices, GPS monitoring devices, and drug patch devices: Drug and Alcohol Testing Services are provided to each Participant on a random basis. This process includes observed specimen collection procedures. Participants are tested for compliance with abstinence from mind-altering and otherwise prohibited substances (illegal drugs, prohibited medications, alcohol, synthetic substances, and designer stimulants) and may also be tested for compliance with certain medications approved on a case-by-case instance for medical purposes. The program will also conduct alcohol monitoring as needed by utilizing an ankle monitor designed to monitor the Participant for ingestion of alcohol twenty-four (24) hours per day. The unit cost for these services will vary pursuant to the type of test performed. Urine specimen collection shall be at the unit cost of \$2.50 per unit. Urine testing shall be conducted at a unit cost of \$30.00 per specimen tested. Alcohol monitoring devices with a base unit shall require an installation cost of \$330.00 and a daily rate unit cost of \$14.30 (weekly cost of \$100.10). Alcohol monitoring devices without a base unit shall require an installation cost of \$300.00 and a daily rate unit cost of \$12.86 (weekly cost of \$90.00). Drug patch devices shall require a unit rate cost of \$90.00 per week (7 day wear). Drug patch devices with an extended drug panel shall require a unit rate cost of \$140.00 per week (7 day wear). Drug patch expedited shipping cost shall require a unit cost of \$30.00. Cellular phone based check-in and locator applications shall require a unit cost of \$60.00 per month. GPS Monitoring Devices shall require an installation cost of \$300.00 and a unit rate cost of \$12.86 per day (weekly cost of \$90.00). 14 Panel Oral Drug Tests shall require a unit rate cost of \$35.00 per test. Remote breath devices shall require an installation cost of \$200.00 and a daily rate unit cost of \$11.50 (weekly cost of \$80.50). Lost/damaged GPS tracking units shall require a replacement unit cost of \$1,500.00. Lost/damaged alcohol monitoring units shall require a replacement unit cost of \$2,500.00 for the monitor and \$1,500.00 for the base station. Lost/damaged alcohol monitor straps shall require a replacement unit cost of \$150.00. Lost/damaged GPS monitor straps shall require a replacement unit cost of \$50.00. Lost/damaged remote breath units shall require a replacement unit cost of \$1,500.00. Lost/damaged charging cords and GPS base plates shall require a replacement unit cost of \$100.00.

(e) Psychological/Psychiatric Evaluations, including Medication Management Evaluations and Ongoing Medication Management Sessions: Licensed Mental Health professionals will provide psychotherapy intakes and psychological/psychiatric evaluations on an as needed basis for program Participants. Such evaluations include a clinical interview, completion of psychosocial intake interview and formulation of diagnosis. Ongoing Medication Management sessions consist of appointments with prescribing physician on a regular basis to review medication compliance, discuss concerns, determine continued need for medication, or to impose medication adjustments to reach intended therapy goals. Evaluations including Psychological/Psychiatric Evaluations shall occur at the unit cost of \$180.00 per evaluation. Ongoing Medication Management sessions shall occur at the unit cost of \$80.00 per session.

(f) Treatment Case Management/Court Preparation/Attendance (client and non-client specific): The provider will conduct Case Management Services by way of preparing treatment reports for pre-court staffing and court, attending court proceedings, and communicating with Participants by phone, email, or text message when needed regarding program and treatment services and compliance. Client and non-client specific case management (court preparation/attendance) shall occur at a unit cost of \$25.00 per hour.

(g) Treatment Case Management Mileage: Case Management mileage includes reimbursement of the treatment provider's mileage to travel to and from court proceedings, participant meetings, and other program related events. Mileage is to be reimbursed at the unit cost of \$0.445 per mile.

(h) Transportation: Transportation includes gas cards, taxi, Uber/Lyft, and other transportation services to ensure Participant attendance of services. Transportation assistance shall occur at the maximum unit cost of \$25.00 per item.

(i) Social Activities: Social activities include pro-social "sober" events for program Participants and family. Events occur throughout the year and may be small or large group functions for Participants and Family. Allowable costs include, but are not limited to, food, drinks, professional services, decorations, games, and entertainment. The total annual cost shall not exceed \$1,000.00.

(j) Individual Incentives: Incentives are provided for program compliance, milestone achievement, and to promote continued compliance. Incentives include food, goods and/or services for program Participants. Incentives (certificates for food, goods or activities) will be provided at the maximum unit cost of \$25.00 per incentive. As part of the incentives, Clay Behavioral may provide gift cards to program Participants which Clay Behavioral believes are appropriate for the Program and can be used to purchase such incentives. The gift card and any associated fee, including, but not limited to an activation fee are Eligible Expenses.

(k) GED Preparation/Testing: Educational program services (GED services) provided to program Participants are part of the Participant's ongoing treatment plan and shall be provided at the maximum unit cost of \$100.00 per Course/Book/Test.

(l) Program Materials: Cost Reimbursement of program related materials (books, manuals, forms, etc.) will be provided to the program provider as needed.

(m) Housing Assistance (Rent, Utilities, Deposits, Food, Etc.): Cost Reimbursement to the provider for financial assistance provided to program Participants for various items including rent, utilities, deposits, food, household items, and clothing, including transitional housing at a fixed monthly rate.

(n) Residential Treatment: Involves stay at a 24-hour/7 days a week substance abuse treatment facility. Participants receive more than 40 hours of substance abuse

treatment each week, consisting of one-on-one counseling, group therapy sessions, drug education, and other treatment modalities as needed. Referrals are made based on a comprehensive assessment performed by a substance abuse professional. This also includes co-occurring mental health services and medication management for these Participants at a residential facility as directed by the individual's treatment plan. Residential Treatment services shall occur at the maximum unit cost of \$280.00 per day.

(o) Medication Assisted Treatment: Medication assisted treatment will be provided to program Participants identified as clinically eligible and appropriate for such treatment. Medication assisted treatment options available to Participants includes, buprenorphine, naltrexone, acamprosate, etc. The application of Medication Assisted Treatment includes Medication Management appointments with a prescribing physician. These appointments occur on a regular basis to review medication compliance, discuss concerns, determine continued need for medication or to impose medication adjustments to reach intended therapy goals. Cost reimbursement for Medication Assisted Treatment at a maximum unit cost of \$1,600.00 per unit.

If less than the full monthly allocation is paid or reimbursed for a particular calendar month, then the remaining balance may be added to the allocation for any subsequent calendar month. The County shall make payment on all Statements in accordance with the Local Government Prompt Payment Act. Notwithstanding any provision of this Agreement to the contrary, the County's obligation to pay Clay Behavioral for Services and to reimburse Clay Behavioral for Eligible Expenses under this Agreement shall be limited to the amount of funds appropriated therefor by the County for expenditure during its fiscal year, from revenues received by the County under Sec. 2-1, Clay County Code, and allocated pursuant to subsections (a)(1) and (c) thereof. Except where indicated otherwise, the allocations set forth in this paragraph are based on, and shall be limited to, a total of sixty (60) Participants.

7. The County shall have no obligation to pay for any Services provided or expenses incurred by Clay Behavioral under paragraph 2 with respect to any particular Participant after Clay Behavioral has been notified that the Participant has been terminated from the Subprogram.

8. Clay Behavioral shall furnish to the County a copy of a report prepared by a certified public accountant licensed in the State of Florida ("CPA") of an audit conducted by the CPA in accordance with generally accepted auditing standards, Government Auditing Standards, issued by the Comptroller General of the United States, and if applicable, the provisions of Office of Management and Budget Circular A-133, "Audits of Institutions of Higher Education and other Nonprofit Organizations" (the "Report"). The Report shall address compliance with laws and regulations based on an audit of financial statements performed in accordance with Government Auditing Standards and an evaluation of the internal control structure required by OMB Circular A-133. The Report shall be due within 120 days following the close of Clay Behavioral's fiscal year. In addition, the County shall have the right to audit the books and records of Clay Behavioral through its Commission Auditor or a qualified third party for the purpose of determining Clay Behavioral's compliance with the requirements of this Agreement. If the County elects to audit Clay Behavioral's books and records, Clay Behavioral shall fully cooperate with, and lend all appropriate assistance to the County in doing so. If such audit reveals a material failure on the

part of Clay Behavioral to comply with the requirements of this Agreement, Clay Behavioral shall promptly, upon demand by the County, reimburse the County for the cost incurred by the County in procuring the audit. Alternatively, the County, in its sole discretion, may deduct said cost from any payments properly due by the County to Clay Behavioral under this Agreement or under any successor to this Agreement. If it is determined through such audit or otherwise that the County has made payment to Clay Behavioral for Services not actually provided by Clay Behavioral or for reimbursement of Eligible Expenses not actually incurred by Clay Behavioral or for reimbursement of expenses subsequently determined not to be Eligible Expenses, Clay Behavioral shall promptly repay said funds to the County upon demand by the County. Alternatively, the County, in its sole discretion, may deduct said funds from any payments properly due by the County to Clay Behavioral under this Agreement or under any successor to this Agreement.

9. Clay Behavioral shall maintain all records and documents applicable to the Subprogram and to Clay Behavioral's performance under this Agreement for a minimum of three years from the date that final payment under this Agreement is received from the County, and shall be available for audit and public disclosure upon request of duly authorized persons. Clay Behavioral shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable.

IF CLAY BEHAVIORAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CLAY BEHAVIORALLS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 529-3604, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

10. Clay Behavioral shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County. The County may withhold consent for any or no reason. If Clay Behavioral attempts to assign any such rights or duties without securing the County's prior written consent, the County may declare this Agreement terminated.

11. In lieu of formal execution of a "Public Entity Crime Statement", Clay Behavioral acknowledges the following statement: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

12. Clay Behavioral shall be responsible for obtaining at its own expense any license or certificate that may be required for the operation of Clay Behavioral, or any portion of the

Subprogram, or delivery of Services provided under this Agreement, and shall provide a copy of any such license or certificate to the Director.

13. Clay Behavioral is an independent contractor under this Agreement. None of Clay Behavioral's principals or employees shall be regarded as employees of the County for purposes of this Agreement.

14. Clay Behavioral agrees to defend, protect, indemnify and hold harmless the County and all its principals, employees, officers, agents and servants (collectively, the Indemnitees), from and against any and all suits, claims, demands, liabilities and costs and all damages, including reasonable attorney's fees and court costs, asserted against the Indemnitees or any of them by reason of injury to the persons or property of others, including any Participant, which is caused by the fault, acts, omissions or comparative negligence, whether active or passive, attributable to Clay Behavioral in the performance of its duties and obligations under this Agreement, or to any of the employees, officers, agents or servants, or to any subcontractor of Clay Behavioral. Clay Behavioral's obligations under this paragraph shall also apply to actions by third parties performed on behalf of Clay Behavioral pursuant to this Agreement.

15. Clay Behavioral shall procure and maintain throughout the term of this Agreement insurance of the following types and minimum limits:

Insurance Type	Minimum Limits
Workers Compensation	Florida Statutory Coverage
Commercial General Liability (Including premises, operations, and contractual liability)	\$3,000,000 General Aggregate \$2,000,000 Products/Comp.Ops.Agg \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 50,000 Fire Damage \$ 5,000 Medical Expenses
Automobile Liability (all automobiles; owned, hired or non-owned)	\$1,000,000 Combined Single Limit with bodily injury/property damage, with minimum limits for all additional coverages
Professional Liability	\$3,000,000

The Professional Liability coverage referenced above must be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the date first written above and with a three year reporting option beyond the annual expiration date of the policy. The required insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the County. Notwithstanding anything in this Agreement to the contrary, the liabilities of Clay Behavioral under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance

coverages. Neither approval nor failure to disapprove insurance furnished by Clay Behavioral shall relieve Clay Behavioral from the responsibility to provide insurance as provided herein.

16. If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

17. No third party beneficiaries are intended or contemplated under this Agreement, and no third party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

18. This Agreement shall be binding upon, and shall inure to the benefit of, Clay Behavioral, the County, and their respective successors and permitted assigns.

19. No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

20. This Agreement shall be governed and construed under and pursuant to the laws of the State of Florida, and the United States of America. Unless the parties otherwise agree, the venue of any action or proceeding brought under the provisions of this Agreement shall be Clay County, Florida.

21. Time is of the essence with respect to this Agreement and each of its terms and provisions.

22. In the event either party retains legal counsel to enforce or interpret any provision of this Agreement, or to assert or defend against any claim arising out of this Agreement, the party that prevails on the majority of its claims, or successfully defends against the majority of the opposing party's claims, shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, court costs, and litigation expenses. This includes, but is not limited to, fees and costs incurred from the date the dispute is referred to the prevailing party's attorney through the conclusion of litigation, including any appellate proceedings or bankruptcy-related actions. Nothing contained herein shall be construed as a waiver of the County's sovereign immunity or as an extension of the County's liability beyond the limits established in Section 768.28, Florida Statutes. The provisions of this paragraph shall survive any termination of this Agreement.

23. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and no purported amendment or modification of this Agreement shall be binding upon either party unless the same has been reduced to a writing executed on behalf of each.

24. Each of the parties hereto has had the full and complete opportunity to participate in the negotiation and drafting of this Agreement, and to seek the advice of counsel of such party's

choosing in connection therewith. Accordingly, neither this Agreement nor any of its terms, conditions, provisions and covenants shall be construed against one party or in favor of such party by reason of such party's participation or lack of participation in the negotiation and drafting of this Agreement.

25. Either party may declare this Agreement terminated with or without cause with written notice. If with cause, termination shall be effective immediately upon written notice. If without cause, termination shall be effective upon a date specified in a written notice that is no sooner than thirty (30) calendar days immediately following the date of such notice. The provisions of paragraphs 5 through 10, paragraphs 14 and 15, and paragraphs 17 through 26 shall survive any such termination, as shall any obligation on the part of the County to pay Clay Behavioral for Services provided and Eligible Expenses incurred by Clay Behavioral prior to the effective date of such termination.

26. Human Trafficking Attestation. In compliance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of Clay Behavioral, a nongovernmental entity, hereby attests under penalty of perjury as follows:

- a) Clay Behavioral does not use *coercion* for *labor* or *services*, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
- b) If, at any time in the future, Clay Behavioral does use coercion for labor or services, Clay Behavioral will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
- c) By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

27. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of each as of the date and year first above-written.

**CLAY BEHAVIORAL HEALTH CENTER,
INC.**

By: _____
Irene M. Toto
Its Chief Executive Officer

**CLAY COUNTY, a political subdivision of the
State of Florida**

By: _____
Betsy Condon
Its Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

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EXHIBIT A

Clay County Problem-Solving Courts Key Program Components and Elements

The Key Components and Essential Elements for Adult Drug Court, Veterans Treatment Court, and Mental Health Court were developed by a diverse group of treatment court practitioners and clinical experts from across the country in collaboration with the National Association of Drug Court Professionals. Representatives from the courts, prosecution, public defense, treatment, pretrial services, case management, probation, court administration, academia, and others with treatment court experience, joined together to create a list of tenants designed to maintain procedural fairness, quality services, and positive outcomes. The Clay County Treatment Courts/Problem-Solving Courts continuously meet each component for Adult Drug Court, Veterans Treatment Court, and Mental Health Court.

Adult Drug Court/Veterans Treatment Court (ADC/VTC):

Key Component #1: ADC/VTC integrates alcohol and other drug treatment services with justice system case processing.

The primary goal of ADC/VTC is to reduce recidivism among nonviolent adult substance-using offenders by offering treatment and judicial supervision. It is expected that by placing these offenders in comprehensive treatment programs, with judicial supervision, the probability of re-involvement in the criminal justice process will be diminished; therefore, stopping the revolving door of recycling substance using offenders in and out of the justice system. Those targeted nonviolent felony offenders appropriate for ADC/VTC are forwarded to the Assistant State Attorney for review or may be referred by the criminal division. Prospective ADC/VTC participants are interviewed by ADC/VTC staff to further evaluate their appropriateness. At this point, the offender must express a willingness to participate in ADC/VTC. Appropriate participants are then accepted into ADC/VTC. The ADC/VTC Judge introduces the defendant to other ADC/VTC participants. Incarcerated participants are released to report to the treatment agency. Non-incarcerated participants are given an initial treatment appointment.

Key Component #2: Using a non-adversarial approach, prosecution and defense counsel promote public safety while protecting participants' due rights.

The non-adversarial partnership among the judiciary, State Attorney's Office, Public Defender's Office, law enforcement agencies (Clay County Sheriff's Office and Orange Park Police Department) and local treatment agencies have created a program that identifies and screens nonviolent adult substance using offenders. Both the prosecution and defense work together to promote the defendant's entry and successful completion of ADC/VTC.

Key Component #3: Eligible participants are identified early and promptly placed in the ADC/VTC Program.

ADC/VTC rapidly process these cases so participants can enter treatment as early as twenty-five days from the time of arrest. With coordinated efforts cases can be fast-tracked from arrest, screening, and assessment into ADC/VTC and treatment. ADC/VTC procedures are monitored to ensure this is achieved and maintained.

Key Component #4: ADC/VTC provides access to a continuum of alcohol, drug, and other related treatment and rehabilitation services.

ADC/VTC offers a full array of ancillary services including substance use and mental health treatment services as well as community linkages for other services such as vocational rehabilitation, education, transportation, emergency dental/medical needs, parenting skills, and employment assistance for participants and their families. The treatment provider will screen and assess participants for dual diagnosis. Case managers will work with all ADC/VTC participants by offering them halfway housing, alumni associations, non-secure facilities, and in some cases secure facilities. These services also focus on the participants' reentry into society as productive citizens as well as reunification with their families.

Key Component #5: Abstinence is monitored by frequent alcohol and other drug testing.

Upon entry into ADC/VTC, the participant submits to random observed urinalysis screening no less than two times per week. Additional testing may occur prior to biweekly ADC/VTC sessions and monthly probation appointments. The ADC/VTC participant will submit to this urinalysis protocol for the duration of their ADC/VTC participation. Additional monitoring measures may include wearable drug patches, alcohol monitors, breathalyzers, and oral fluids testing.

Key Component #6: A coordinated strategy governs ADC/VTC responses to participants' compliance.

Incentives are recommended by the treatment provider and ADC/VTC team members who have knowledge of when the participant displays successful progression in the ADC/VTC Program. Incentives include recognition in open court of progression to a higher phase. The ADC/VTC Judge, ADC/VTC team members and ADC/VTC audience applaud. Other incentives may include fewer court appearances, letters of recommendation for employment, family-oriented activities such as restaurant or movie certificates, and possible early graduation with presentation of graduation token.

Key Component #7: Ongoing judicial interaction with each ADC/VTC participant is essential.

ADC/VTC participants will appear before the ADC/VTC Judge at least biweekly in the early phases of treatment. When a participant has progressed to latter phases and continues to do well, they will appear before the ADC/VTC Judge monthly. When a participant appears in court, the ADC/VTC Judge engages in a dialogue with the participant and acknowledges satisfactory

participation or applies any necessary progressive sanctions. The ADC/VTC Judge, Director, State Attorney's Office representatives, Public Defender's Office representatives, Department of Corrections probation officers, treatment provider court liaison, Clerk of the Court representative, and other social agencies participate in staffing prior to court, as well as status hearings with ADC/VTC participants. Team members will discuss aspects of a participant and offer advice regarding incentives or sanctions for judicial discretion.

Key Component #8: Monitoring and evaluation measure the achievement of program goals and gauge effectiveness.

Evaluation of the ADC/VTC Program will focus on both "process" measures (e.g., program implementation) and program outcomes (e.g., criminal recidivism), and will include collection of both qualitative and quantitative data. The program will actively participate in federally sponsored evaluation efforts, and will collect necessary data (e.g., program completion rates, participant satisfaction, drug test results, change in supervision status) to support an impact evaluation of the program.

Key Component #9: Continuing interdisciplinary education promotes effective ADC/VTC planning, implementation, and operations.

The key members of the ADC/VTC team will attend national and state workshops as designated by the ADC/VTC Program Office. All clinical staff engage in annual training on aspects of cross-cultural issues and needs. Training is designed to allow free interchange of concerns and ideas dealing with effective treatment and support approaches for the participants served by this agency.

Key Components #10: Forging partnerships among ADC/VTC, public agencies, and community-based organizations generates local support and enhances ADC/VTC effectiveness.

Preexisting linkage between community agencies and Clay Behavioral Health Center will provide ADC/VTC participants a variety of collateral services. Supportive community agencies include but are not limited to: Law Enforcement, Civic Groups, Community Groups, Faith Organizations, Health Agencies, Mental Health Agencies, Social Services, and Education and Vocational agencies.

Mental Health Court (MHC):

Essential Element #1: Planning and Administration.

A broad-based group of stakeholders representing the criminal justice, mental health, substance abuse treatment, and related systems and the community guides the planning and administration of the court.

Essential Element #2: Target Population.

Eligibility criteria address public safety and consider a community's treatment capacity, in addition to the availability of alternatives to pretrial detention for defendants with mental illnesses.

Eligibility criteria also take into account the relationship between mental illness and a defendant's offenses, while allowing the individual circumstances of each case to be considered.

Essential Element #3: Timely Participant Identification and Linkage to Services.

Participants are identified, referred, and accepted into mental health courts, and then linked to community-based service providers as quickly as possible.

Essential Element #4: Terms of Participation.

Terms of participation are clear, promote public safety, facilitate the defendant's engagement in treatment, are individualized to correspond to the level of risk that the defendant presents to the community, and provide for positive legal outcomes for those individuals who successfully complete the program.

Essential Element #5: Informed Choice.

Defendants fully understand the program requirements before agreeing to participate in a mental health court. They are provided legal counsel to inform this decision and subsequent decisions about program involvement. Procedures exist in the mental health court to address, in a timely fashion, concerns about a defendant's competency whenever they arise.

Essential Element #6: Treatment Supports and Services.

Mental health courts connect participants to comprehensive and individualized treatment supports and services in the community. They strive to use, and increase the availability of, treatment and services that are evidence-based.

Essential Element #7: Confidentiality.

Health and legal information should be shared in a way that protects potential participants' confidentiality rights as mental health consumers and their constitutional rights as defendants. Information gathered as part of the participants' court-ordered treatment program or services should be safeguarded in the event that participants are returned to traditional court processing.

Essential Element #8: Court Team

A team of criminal justice and mental health staff and service and treatment providers receives special, ongoing training and helps mental health court participants achieve treatment and criminal justice goals by regularly reviewing and revising the court process.

Essential Element #9: Monitoring Adherence to Court Requirements.

Criminal justice and mental health staff collaboratively monitor participants' adherence to court conditions, offer individualized graduated incentives and sanctions, and modify treatment as necessary to promote public safety and participants' recovery.

Essential Element #10: Sustainability.

Data are collected and analyzed to demonstrate the impact of the mental health court, its performance is assessed periodically (and procedures are modified accordingly), court processes are institutionalized, and support for the court in the community is cultivated and expanded.