



## CLAY COUNTY FLORIDA

County Attorney's Office  
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**Commissioners**  
Wendell D. Davis  
District 1  
Wayne Bolla  
District 2  
Diane Hutchings  
Chairman, District 3  
Buck Burney  
District 4  
Ronnie E. Robinson  
Vice-Chairman, District 5

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\*Board Certified Specialist in City,  
County and Local Government Law

### MEMORANDUM

TO: FINANCE & AUDIT COMMITTEE  
FROM: MARK SCRUBY, COUNTY ATTORNEY  
DATE: June 14, 2016  
RE: ADULT DRUG COURT 2015-16 FUNDING AGREEMENT  
(#2015/16-8) – SECOND AMENDMENT

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**\*\*REQUESTED ACTION:** Approval of Second Amendment to Adult Drug Court 2015-16 Funding Agreement with Clay Behavioral Health Center, Inc. (Contract #15/16-8). Contract amount does not change; changes are to services, allocations to services, and to include a reference to a certain Professional Services Agreement.

**Background:** At the request of Terica Hamlyn, Director of Treatment Courts, Fourth Judicial Circuit, this Second Amendment is being submitted in order to revise Paragraph 6 of the Funding Agreement to increase some allocations to services, decrease other allocations to services and to add language, as detailed in the attached memorandum and table.

**Agreement Term:** October 1, 2015 to midnight September 30, 2016

**Cost:** No change in cost under this Second Amendment. The cost remains the same as was approved in the Funding Agreement (which is not to exceed a total of \$295,546.00.)

**Funding Source:** 134-1067-531000 (Professional Services – Drug Court)

**Staff Review Comments:** Recommend approval with no changes.

**Advance Payment Required:** N/A

**Sole Source:** N/A



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June 8, 2016

**MEMORANDUM**

To: Finance & Audit Committee  
From: Mark H. Scruby, County Attorney *MHS*  
Re: Proposed Second Amendment to Adult Drug Court 2015-16 Funding Agreement (Agreement/Contract No. 2015/16-8)

The County and Clay Behavioral Health Center, Inc. (CBHC), have entered into the above-referenced Adult Drug Court 2015-16 Funding Agreement (the Agreement). Previously the County and CBHC entered into a First Amendment to the Agreement revising paragraph 6 thereof, which sets forth the funding obligations of the County and identifies the authorized services with specified quantities, rates and funding limits for each, to increase the allocations for Residential Treatment Services, for Drug Patch/24 Hour Per Day Monitoring Services and for Alcohol Monitoring Device; to decrease the allocations for Assessments (In-Jail or Onsite), for Individual Therapy, for Group Treatment Services, for Medication Management Evaluations, for Ongoing Medication Management, for Treatment Case Management Services, for Social Activities, for Individual Incentives, for Subprogram Materials, for Transportation and for Housing Assistance; and to decrease the maximum unit cost for Social Activities. The First Amendment to the Agreement did not change the County's total annual funding obligation, which remained at \$295,546.00. The funding impact on the affected services associated with the First Amendment to the Agreement are shown in Table 1 attached hereto.

Director of Treatment Courts Terica Hamlyn contacted me by email on June 7 proposing further amendments to the Agreement. Attached is a Second Amendment to the Agreement I have prepared in accordance with Ms. Hamlyn's request. The Second Amendment to the Agreement further revises paragraph 6 of the Agreement to increase the allocations for Assessments (In-Jail or Onsite), for Group Treatment Services, for Treatment Case Management Services, for Individual Incentives, for Subprogram Materials, for Housing Assistance and for Alcohol Monitoring Device; to increase the allocation for GED Preparation and Testing and the unit cost therefor and to clarify the terms thereof; to

Finance & Audit Committee  
June 8, 2016  
page 2 of 2

increase the allocation for Drug Patch/24 Hour Per Day Monitoring Services and to clarify the terms thereof; to decrease the allocations for Individual Therapy and for Residential Treatment Services; and to include a reference to a certain Professional Services Agreement in relation to the limitation on the County's obligation to make payments under the Agreement. As in the case of the First Amendment to the Agreement, the Second Amendment to the Agreement would not change the County's total annual funding obligation, which would remain at \$295,546.00. The funding impact on the affected services associated with the Second Amendment to the Agreement are shown in Table 2 attached hereto.

The Second Amendment to the Agreement is submitted for the Committee's consideration and recommendation.

MHS/

attachments

Table 1

Table reflecting funding impacts associated with the First Amendment to the Adult Drug Court 2015-16 Funding Agreement (Agreement/Contract No. 2015/16-8):

Assessments (In-Jail or Onsite) [paragraph 6(a)]	Units decreased from 60 to 30	Funding decreased by \$2,100 from \$4,200 to \$2,100
Individual Therapy [paragraph 6(b)]	Units decreased from 430 to 380	Funding decreased by \$3,500 from \$30,100 to \$26,600
Group Treatment Services [paragraph 6(c)]	Units decreased from 2,292 to 1,563	Funding decreased by \$34,992 from \$110,016 to \$75,024
Medication Management Evaluations [paragraph 6(e)]	Units decreased from 40 to 20	Funding decreased by \$3,000 from \$6,000 to \$3,000
Ongoing Medication Management [paragraph 6(f)]	Units decreased from 55 to 40	Funding decreased by \$1,050 from \$3,850 to \$2,800
Treatment Case Management Services [paragraph 6(g)]	Units decreased from 100 to 82.5	Funding decreased by \$350 from \$2,000 to \$1,650
Residential Treatment Services [paragraph 6(i)]	Units increased from 565 to 1,000	Funding increased by \$50,025 from \$64,975 to \$115,000
Social Activities [paragraph 6(j)]	Units decreased from 8 to 6 and unit cost decreased from \$250 to \$200	Funding decreased by \$800 from \$2,000 to \$1,200
Individual Incentives [paragraph 6(k)]	Units decreased from 100 to 50	Funding decreased by \$1,000 from \$2,000 to \$1,000
Subprogram Materials [paragraph 6(m)]	Total allocation decreased	Funding decreased by \$500 from \$1,500 to \$1,000
Drug Patch/24 Hour Per Day Monitoring Services [paragraph 6(o)]	Total allocation increased	Funding increased by \$2,000 from \$1,000 to \$3,000
Transportation [paragraph 6(p)]	Gas Cards decreased from 75 to 50	Funding decreased by \$500 from \$2,000 to \$1,500
Housing Assistance [paragraph 6(q)]	Total allocation decreased	Funding decreased by \$5,000 from \$20,000 to \$15,000
Alcohol Monitoring Device [paragraph 6(r)]	Total allocation increased	Funding increased by \$767 from \$1,917.50 to \$2,684

Table 2

Table reflecting funding impacts associated with the Second Amendment to the Adult Drug Court 2015-16 Funding Agreement (Agreement/Contract No. 2015/16-8):

Assessments (In-Jail or Onsite) [paragraph 6(a)]	Units increased from 30 to 33	Funding increased by \$210 from \$2,100 to \$2,310
Individual Therapy [paragraph 6(b)]	Units decreased from 380 to 375	Funding decreased by \$350 from \$26,600 to \$26,250
Group Treatment Services [paragraph 6(c)]	Units increased from 1,563 to 1,900	Funding increased by \$16,176 from \$75,024 to \$91,200
Treatment Case Management Services [paragraph 6(g)]	Units increased from 82.5 to 150	Funding increased by \$1,350 from \$1,650 to \$3,000
Residential Treatment Services [paragraph 6(i)]	Units decreased from 1,000 to 782	Funding decreased by \$25,070 from \$115,000 to \$89,930
Individual Incentives [paragraph 6(k)]	Units increased from 50 to 75	Funding increased by \$500 from \$1,000 to \$1,500
GED Preparation and Testing [paragraph 6(l)]	Unit cost increased from 70 to \$100	Funding increased by \$300 from \$700 to \$1,000
Subprogram Materials [paragraph 6(m)]	Total allocation increased	Funding increased by \$500 from \$1,000 to \$1,500
Drug Patch/24 Hour Per Day Monitoring Services [paragraph 6(o)]	Total allocation increased	Funding increased by \$3,000 from \$3,000 to \$6,000
Housing Assistance [paragraph 6(q)]	Total allocation increased	Funding increased by \$68.50 from \$15,000 to \$15,068.50
Alcohol Monitoring Device [paragraph 6(r)]	Total allocation increased	Funding increased by \$3,315.50 from \$2,684.50 to \$6,000

#2015/2016-8 Am2

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	06/14/16	
Staff Member Preparing Form:	Daphne Roberts	
Department Submitting Contract:	County Attorney	
Vendor Name:	Clay Behavioral Health Center, Inc.	
Contract Title:	ADULT DRUG COURT FUNDING AGREEMENT #15/16-8	
<b>SUMMARY (TO BE COMPLETED BY DEPARTMENT)</b>		
1. New Contract	Y <input checked="" type="radio"/> N <input type="radio"/>	9. Contract Amount (*Detail negotiation efforts below) \$295,546.00 NTE
2. Renewal/Amend./Supplement	Y <input checked="" type="radio"/> N <input type="radio"/>	10. Last Year's Price (*If increase explain below) Original Amt. = \$277,796.00
3. Sole Source (**explain below)	N/A Y** <input type="radio"/> N <input type="radio"/>	11. Date of Original Contract
4. Quotes/bid policy met	N/A Y <input type="radio"/> N <input type="radio"/>	12. Number of Renewals
5. Need to waive bid policy	N/A Y <input type="radio"/> N <input type="radio"/>	13. Length of Term October 1, 2015 – September 30, 2016
6. Automatic renewal	N/A n/a <input type="radio"/> N <input type="radio"/>	Agreement Purpose: THIS SECOND AMENDMENT DOES NOT CHANGE THE COUNTY'S FUNDING OBLIGATION; IT ONLY MAKES CHANGES TO ALLOCATIONS TO SERVICES AND ADDS LANGUAGE (REVISIONS IN PARAGRAPH 6)
7. Standard Addendum Executed	Y <input checked="" type="radio"/> N <input type="radio"/>	
8. Advance Payment Required	Y <input type="radio"/> N <input checked="" type="radio"/>	
<b>Funding Source</b> Account Number: 134-1067-531000	COMMENTS	SEE ATTACHED MEMORANDUM
Account Name: <i>State Court/Local Reg. Fund -</i> PROFESSIONAL SERVICES - DRUG COURT		

**Approvals**

Purchasing: <i>DR</i>	No Changes	With Changes
Review Date: 6-16-16	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Recommended Changes: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Budget: <i>DR</i>	No Changes	With Changes
Review Date: 6/17/16	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Finance: <i>DR</i>	No Changes	With Changes
Review Date: 6/16/16	<input checked="" type="checkbox"/>	<input type="checkbox"/>

\*Price Negotiation Efforts: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

County Attorney: <i>MFB</i>	No Changes	With Changes
Review Date: 06-14-16	<input checked="" type="checkbox"/>	<input type="checkbox"/>

\*\* Sole Source Explanation: \_\_\_\_\_  
 \_\_\_\_\_

RECEIVED  
 PERSONNEL DIVISION  
 JUN 14 10 17 24  
 COUNTY OF CLAY

**In Re: Clay County Agreement/Contract No. 2015/16-8**

Second Amendment to  
Adult Drug Court 2015-16 Funding Agreement

This Second Amendment to Adult Drug Court 2015-16 Funding Agreement (this Instrument) is made and entered into by and between Clay County, a political subdivision of the State of Florida (the County), and Clay Behavioral Health Center, Inc., a Florida nonprofit corporation (Clay Behavioral), as of the 1st day of October, 2015.

Recitals

**WHEREAS**, the parties have heretofore entered into that certain Adult Drug Court 2015-16 Funding Agreement dated as of the 1st day of October, 2015, and designated by the County as Agreement/Contract No. 2015/16-8 (the Agreement); and,

**WHEREAS**, the parties subsequently amended the Agreement by means of that certain First Amendment to Adult Drug Court 2015-16 Funding Agreement dated as of the 1st day of October, 2015 (the First Amendment Instrument); and,

**WHEREAS**, the parties desire to further amend the Agreement, as previously amended pursuant to the First Amendment Instrument, with regard to the Services and Eligible Expenses set forth therein so as to increase the allocations for Assessments (In-Jail or Onsite), for Group Treatment Services, for Treatment Case Management Services, for Individual Incentives, for Subprogram Materials, for Housing Assistance and for Alcohol Monitoring Device; to increase the allocation for GED Preparation and Testing and the unit cost therefor and to clarify the terms thereof; to increase the allocation for Drug Patch/24 Hour Per Day Monitoring Services and to clarify the terms thereof; to decrease the allocations for Individual Therapy and for Residential Treatment Services; and to include a reference to a certain Professional Services Agreement in relation to the limitation on the County's obligation to make payments under the Agreement.

**IN CONSIDERATION OF** the foregoing Recitals, the mutual covenants and promises herein set forth, and for other good and valuable consideration, including the sum of ten dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties hereby agree as follows:

1. All capitalized terms used in this Instrument shall have the same meaning as used in the Agreement.

2. Effective as of October 1, 2015, paragraph 6 of the Agreement is amended to read in its entirety as follows:

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 never exceed the sum of \$295,546.00 in total. 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 \$24,628.83 allocated among the following categories as indicated:

- (a) Assessments (In-Jail or Onsite): 33 assessments at a unit cost of \$70.00 per assessment for a total cost of \$2,310.00.
- (b) Individual Therapy: 375 one-hour sessions at a unit cost of \$70.00 per hour for a total cost of \$26,250.00.
- (c) Group Treatment Services: 1,900 two to two and one-half hour sessions at the unit cost of \$48.00 per session for a total cost of \$91,200.00.
- (d) Urinalyses Drug and Alcohol Testing Services: 2,800 tests at the maximum unit cost of \$13.00 per test for a total cost of \$36,400.00.
- (e) Medication Management Evaluations including Psychological/Psychiatric Evaluations: 20 evaluations at the unit cost of \$150.00 per session for a total cost of \$3,000.00.
- (f) Ongoing Medication Management: 40 sessions at the unit cost of \$70.00 per session for a total cost of \$2,800.00.
- (g) Treatment Case Management Services: 150 units of client and non-client specific case management (court preparation/attendance) at a unit cost of \$20.00 per hour for a total cost of \$3,000.00.
- (h) Treatment Case Management Mileage: 1,500 miles/units at the unit cost of \$0.445 per mile for a total cost of 667.50.
- (i) Residential Treatment Services: 782 one-day units at the maximum unit cost of \$115.00 per day for a total cost of \$89,930.00.
- (j) Social Activities: 6 group functions for Participants and Family at the maximum unit cost of \$200.00 per function for a total cost of \$1,200.00.
- (k) Individual Incentives: 75 incentives (certificates for food, goods or activities) at the maximum unit cost of \$20.00 per incentive for a total cost of \$1,500.00.
- (l) GED Preparation and Testing including books, courses and tests: Cost reimbursement for books, courses and testing for 10 units at the maximum unit cost of \$100.00 per Course/Book/Test for a total cost of \$1,000.00.

- (m) Subprogram Materials including books and videos: Cost reimbursement for books, videos and/or educational curriculum purchased as needed for a total cost of \$1,500.00.
- (n) Detox Treatment Services: 10 units at the unit cost of \$202.00 per day for a total cost of \$2,020.00.
- (o) Drug Patch/24 Hour Per Day Monitoring Services: Cost Reimbursement for the daily monitoring of the Drug Patch Device at the maximum monthly unit cost of \$366.00 per individual for a total cost of \$6,000.00. Application fee is set at \$25.00 per unit/individual. The Daily Monitoring cost is set at \$11.00 per day, per individual.
- (p) Transportation: 50 Gas Cards at the maximum unit cost of \$20.00 per card for a total cost of \$1,000.00; Taxi Tokens (as needed) \$500.00 for a total transportation cost of \$1,500.00.
- (q) Housing Assistance including contracted rental costs (Rent, Utilities, Deposits, Food, etc.): Cost Reimbursement as needed for a total cost of \$15,068.50.
- (r) Alcohol Monitoring Device: Cost Reimbursement for the installation and daily monitoring of the SCRAM Alcohol Monitoring Device at the maximum unit cost of \$383.50 per month, per individual, for a total cost of \$6,000.00. Installation cost is set at \$120.00 per unit/individual. The Daily Monitoring cost is set at \$8.50 per day, per individual.
- (s) Urine Specimen Collection Fee: 2,800 units at the unit cost of \$1.50 per unit for a total cost of 4,200.00.

If less than the full allocation for a particular category in this paragraph is paid or reimbursed for a particular calendar month, then the remaining balance for said allocation 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 lesser of (i) the amount of funds appropriated therefor by the County for expenditure during its fiscal year commencing October 1, 2015, from revenues received by the County under Sec. 2-1, Clay County Code, and allocated pursuant to subsections (a)(1) and (c) thereof; and (ii) the amount of such revenues actually received and so allocated by the County, less payments made from such revenues to Clay Behavioral for certain services rendered and eligible expenses incurred under a separate Adult Drug Court 2015-16 Case Management Funding Agreement between the parties of even date herewith, as the same may be subsequently amended from time to time, and less

payments made from such revenues for services rendered under that certain 2015-16 Professional Services Agreement dated as of the 1st day of May, 2016, and designated by the County as Agreement/Contract No. 2015/16-88, as the same may be subsequently amended from time to time,. 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.

3. The Recitals set forth hereinabove form an integral part of this Instrument. When construing this Instrument, all resort shall be had to the Recitals to the extent necessary to give the fullest effect to the manifest intent of the parties set forth in this Instrument.

4. Except as amended pursuant to paragraph 2 of this Instrument, the Agreement as previously amended pursuant to the First Amendment Instrument remains in full force and effect in accordance with its terms.

[The remainder of this page is intentionally blank.]

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

County:

CLAY COUNTY, a political subdivision of the State of Florida, by its Board of County Commissioners

By: \_\_\_\_\_  
Diane Hutchings  
Its Chairman

ATTEST FOR CLAY COUNTY:

\_\_\_\_\_  
S. C. Kopelousos  
County Manager and Clerk of the  
Board of County Commissioners

Clay Behavioral:

Clay Behavioral Health Center, Inc., a  
Florida nonprofit corporation

By: \_\_\_\_\_  
Irene M. Toto  
Its Chief Executive Officer