

20. Award RFP-4208-04/TLR – Seminole County Substance Abuse Services to The Grove Counseling Center, Inc., Longwood (Not-to-Exceed \$100,000.00 per year).

RFP-4208-04/TLR will provide for a non-profit agency, licensed by the State of Florida to provide nationally accredited programs for both male and female clients for substance abuse and behavioral issues, including, but not limited to a full range of therapeutic services, including individual, group, and family therapy. This project was publicly advertised and the County received three submittals (Listed alphabetically):

- The Center for Drug Free Living
- The Grove Counseling Center, Inc.
- Seminole Community Mental Health Center

The Evaluation Committee, which consisted of David Medley, CPM, Manager; Jean Jeffcoat, Manager, Community Services; Lee Bailey, Grants Coordinator; Rob Heenan, Principal Coordinator; and Kelly Metcalf, Community Services, evaluated the submittals. The evaluation was based on the following criteria:

- Accessibility of services
- Cost of services
- History of services provided
- Outcome Measurement

The Evaluation Committee recommends the award of the contract to The Grove Center, Inc., Longwood, at a not-to-exceed amount of \$100,000.00, for a period of one year, notwithstanding date of execution, with one 1-year renewal.

Community Services/Community Assistance Division and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve and authorize the Chairman to execute the agreement as prepared and approved by the County Attorney's Office with no major deviation of terms and pursuant to the scope of services in the RFP Documents.

B.C.C. - SEMINOLE COUNTY, FL RFP TABULATION SHEET

ALL RFP'S ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE CONSULTANTS LISTED HEREIN ARE THE ONLY RFP'S RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RFP NUMBER: RFP-4208-04/TLR

RFP TITLE: Substance Abuse Services

DUE DATE: January 21, 2004, 2:00 P.M.

PAGE: 1 of 1

INFORMATION PROVIDED IN RESPONSE	Response 1	Response 2	Response 3
	The Center for Drug Free Living 205 S. Eola Dr. Orlando, FL 32801 Dick Jacobs, M.S., C.A.P., L.M.F.T. President & CEO Ph. 407 245-0045 Fx. 407 245-0049	The Grove Counseling Center, Inc. 583 E. SR 434 Longwood, FL 32750 Larry A. Birch, LMHC President/CEO Ph. 407 327-1765 Fx. 407 339-2129	Seminole Community Mental Health Center 237 Fernwood Blvd. Fernwood, FL 32730 James P. Berko Executive Director Ph. 407 831-2411 Fx. 407 831-0105

OPENED and TABULATED BY: T. Roberts, CPPB

RECOMMENDATION OF AWARD: TBA

POSTED: 1/21/04

**PRICE ANALYSIS for RFP-4208-04/TLR
SUBSTANCE ABUSE SERVICES**

	Inpatient Budget of \$60,000/yr		Outpatient Budget of \$40,000/yr	
	<u>Rate</u>	<u>Units Provided at Budget</u>	<u>Rate</u>	<u>Units Provided at Budget</u>
Grove Counseling Center	\$95/day	632 Days	\$50/hr	800 Hours
Seminole County Mental Health Center	\$142/day	423 Days	\$68/hr	588 Hours
Center for Drug Free Living	\$205/day	293 Days	\$91/hr	440 Hours

Substance Abuse RFP Review Scores

<i><u>Reviewer</u></i>	<i>Seminole Community Mental Health</i>	<i>The Grove</i>	<i>Center for Drug Free Living</i>
Jean Jeffcoat	90	88	80
Lee Bailey	50	88	35
Rob Heenan	55	85	35
Kelly Metcalf	85	92	83
David Medley	80	100	60
TOTALS:	360	453	293
	=		

COUNSELING SERVICES AGREEMENT (RFP-4208-04/TLR)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **THE GROVE COUNSELING CENTER**, duly authorized to conduct business in the State of Florida, whose address is 585 East State Road 434, Longwood, Florida 32750, hereinafter called the "CENTER" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified consultant to provide counseling services in Seminole County; and

WHEREAS, the COUNTY has requested and received expressions of interest for the provision of counseling services; and

WHEREAS, The CENTER is competent and qualified to furnish counseling services to the COUNTY and desires to provide its professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and THE CENTER agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain the CENTER to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A".

SECTION 2. COMMENCEMENT OF SERVICES. The services to be rendered by the CENTER shall commence on October 1, 2003, notwithstanding the dates this Agreement is signed by the parties.

SECTION 3. COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate the CENTER for the professional services called for under this Agreement at fees as indicated on Exhibit "A" attached. The CENTER shall perform all work required by the Scope of Services but, in no event, shall the CENTER be paid more than the negotiated Fixed Fee amount stated above. The total amount of fees paid to the CENTER shall not exceed COUNTY budgetary amounts.

(b) Payments shall be made to the CENTER when requested as work progresses for services furnished, but not more than once monthly. The CENTER may invoice amount due based on the total required services actually performed and completed. Upon review and approval of the CENTER's invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay the CENTER the approved amount.

SECTION 4. BILLING AND PAYMENT.

(a) The CENTER shall render to the COUNTY, at the close of each calendar month, an itemized invoice, properly dated including, but not limited to, the following information:

- (1) The name and address of the CENTER;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by the CENTER for all services performed by the CENTER during that month and for which the COUNTY is billed;
- (4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and
- (5) Such other information as may be required by this Agreement or requested by the COUNTY from time to time.

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Seminole County Community Assistance Department
400 West Airport Boulevard
Sanford, Florida 32773

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CENTER.

SECTION 5. AUDIT OF RECORDS.

(a) COUNTY may perform or have performed an audit of the records of the CENTER after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to the CENTER and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the CENTER may be determined subsequent to an audit as provided for in subsection (b) and of this subsection, and the total compensation so determined shall be used to calculate final payment to the CENTER. Conduct of this audit shall not delay final payment as required by Section 4(b).

(b) The CENTER agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at the CENTER's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, the CENTER shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 6. RESPONSIBILITY OF THE CENTER.

(a) The CENTER shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished by the CENTER under this Agreement. The CENTER shall, without additional compensation, correct or revise any errors or deficiencies in his services.

(b) Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CENTER shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CENTER's performance of any of the services furnished under this Agreement.

SECTION 7. OWNERSHIP OF DOCUMENTS. All deliverable reference data, survey data, plans and reports that result from the CENTER's services under this Agreement shall become the property of the COUNTY after final payment for the specific service provided is made to the CENTER. No changes or revisions to the documents furnished by the CENTER shall be made by COUNTY or its agents without the written approval of the CENTER.

SECTION 8. TERM. This Agreement shall take effect on October 1, 2003, notwithstanding the dates this Agreement is executed by the parties, and shall remain in effect until September 30, 2004. At the option of the parties, this Agreement may be renewed for one (1) additional one (1) year term.

SECTION 9. TERMINATION.

(a) The COUNTY may, by written notice to the CENTER, terminate this Agreement, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CENTER to fulfill

the CENTER's Agreement obligations. Upon receipt of such notice, the CENTER shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CENTER in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CENTER shall be paid compensation for services performed to the date of termination. The CENTER shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by the Agreement.

(c) If the termination is due to the failure of the CENTER to fulfill his Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the CENTER shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. The CENTER shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the CENTER. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the CENTER.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the CENTER had not so failed, the termination shall be deemed to have been effected for the

convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT. The CENTER agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 11. NO CONTINGENT FEES. The CENTER warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CENTER, to solicit or secure this Agreement and that the CENTER has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the CENTER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 12. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 13. SUBCONTRACTORS. In the event the CENTER, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, the CENTER must secure the prior written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, the CENTER shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 14. INDEMNIFICATION OF COUNTY. The CENTER agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the CENTER, whether caused by the CENTER or otherwise. This hold harmless, release and indemnification shall include any claim based on negligence, action or inaction of the parties.

SECTION 15. INSURANCE.

(a) General. The CENTER shall at the CENTER's own cost, procure the insurance required under this Section.

(1) The CENTER shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability

policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CENTER, the CENTER shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CENTER shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CENTER shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by the CENTER shall relieve the CENTER of the CENTER's full responsibility for performance of any obligation including the CENTER's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes. .

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CENTER shall, as soon as the CENTER has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CENTER has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CENTER shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the CENTER, the CENTER shall, at the CENTER's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CENTER and shall be maintained in force until the Agreement

completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) The CENTER's insurance shall cover the CENTER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CENTER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CENTER and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CENTER's insurance shall cover the CENTER for those sources of liability which would be covered by the latest edition

of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CENTER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

<u>LIMITS</u>	
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Professional Liability Insurance. The CENTER shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(d) Coverage. The insurance provided by the CENTER pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CENTER.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the CENTER, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 16. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement and ADR procedures therefore are set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) The CENTER agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY ADR procedures set forth in subsection (a) above of which the CENTER had knowledge and failed to present during the COUNTY ADR procedures.

(c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 17. REPRESENTATIVE OF COUNTY AND THE CENTER.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the CENTER, shall designate in writing and shall advise the CENTER in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) The CENTER shall, at all times during the normal work week, designate or appoint one or more representatives of the CENTER who are authorized to act on behalf of the CENTER regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 19. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 20. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the CENTER including its officers, employees, and agents, the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CENTER is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION 21. EMPLOYEE STATUS. Persons employed by the CENTER in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

SECTION 22. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CENTER not specifically provided for herein shall be honored by the COUNTY.

SECTION 23. PUBLIC RECORDS LAW. The CENTER acknowledges COUNTY'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. The CENTER acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 24. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the

place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR COUNTY:

Community Assistance
400 W. Airport Blvd.
Sanford, FL 32773

FOR CENTER:

The Grove Counseling Center
585 W. S.R. 434
Longwood, FL 32750

SECTION 25. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CENTER shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CENTER.

SECTION 27. CONFLICT OF INTEREST.

(a) The CENTER agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The CENTER hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CENTER to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CENTER hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

THE GROVE COUNSELING CENTER

Witness

By: _____

Witness

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____,
regular meeting.

County Attorney
AC/lpk
2/3/04
rfp-4208

Attachment:
Exhibit "A" - Scope of Services

EXHIBIT A: SERVICE & COST

AGENCY NAME: The Grove Counseling Center
AGENCY ADDRESS: 585 E. S.R. 434 Road, Longwood, Fla. 32750
PRESIDENT/DIRECTOR NAME: Larry A. Birch, President
AGENCY PHONE NUMBER: 407-327-1765
AGENCY FAX NUMBER: 407-339-2129
AGENCY E-MAIL: thegrove.org
PRESIDENT/DIRECTOR E-MAIL: lbirch@grove.org

The above agency will provide the following services for the residents of Seminole County during FY 2003-2004:

I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service) = Contact Hour
1. Out Patient	One day of residential services as indicated below.
2. In Patient	One hour of face to face counseling.

II. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2001-September 2002)?

Service*	Number of County funded units
1. Out Patient	Approximately 800 units (Avg. 26 sessions per client)
2. In Patient	Approximately 632 units (Avg. 30 per client)

III. What is the cost of providing each of the service(s) defined in question (I.)?

Service*	Unit Cost (If unit cost is greater than \$5.00, round to the nearest dollar.)
1. Out Patient	\$ 50 per hour
2. In Patient	\$ 95 per day of residential services

Residential Services cost per day will include the following:

<i>Individual/Family Counseling</i>	<i>Meals</i>
<i>Group Therapy/Counseling</i>	<i>Room</i>
<i>Medical Services (limited)</i>	<i>Medication management</i>
<i>Recreational Activities</i>	<i>Life Skills Education</i>
<i>Field Trips</i>	<i>Education Services</i>
<i>Case Management</i>	<i>Psychiatric Assessment</i>

Out Patient Services will include:

<i>Psychiatric Assessment (PRN)</i>	<i>Psychiatric Medication Management (PRN)</i>
<i>Bio Psycho-Social</i>	<i>Rx Plan Development</i>
<i>Family Therapy</i>	<i>Individual Therapy</i>
<i>Documentation</i>	

***Not to exceed \$60,000 In Patient Services**

***Not to exceed \$40,000 Out Patient Services**

***Not to exceed \$100,000 Total**

SCOPE of SERVICES
Substance Abuse
October 1, 2003 – September 30, 2004

RESIDENTIAL SUBSTANCE ABUSE SERVICES

FUNDS AVAILABLE: \$60,000

- Agency must be non-profit 501(C) 3
- Program licensed by the State of Florida.
- Program to be nationally accredited (such as by CARF or JCAHO).
- All clients served under this grant must meet the following conditions:
 - TANF eligible.
 - Seminole County residents.
 - Both male and female clients to be treated.
- Intensive clinical services for substance abuse and behavioral issues.
- Clinical staff to be licensed and experienced.
- Full range of therapeutic services, including individual, group, and family therapy to be provided.
- Individualized treatment plan.
- Aftercare services (after program completion) to be provided.
- Program located in Seminole County (preferred).
- Proven history of successful delivery of services to Seminole County residents.

OUTPATIENT SUBSTANCE ABUSE SERVICES

FUNDS AVAILABLE: \$40,000

- Agency must be non-profit 501(C) 3
- Program licensed by the State of Florida.
- Program to be nationally accredited (such as by CARF or JCAHO).
- All clients served under this grant must meet the following conditions:
 - TANF eligible.
 - Seminole County residents.
 - Both male and female clients to be treated.
- Intensive clinical services for substance abuse and behavioral issues.
- Clinical staff to be licensed and experienced.
- Full range of therapeutic services, including individual, group, and family therapy to be provided.
- Individualized treatment plan.
- Aftercare services (after program completion) to be provided.
- Program located in Seminole County (preferred).
- Proven history of successful delivery of services to Seminole County residents.