

REQUEST FOR PROPOSALS

- 13. Award RFP-4258-05/BLH – Substance Abuse Services to The Grove Counseling Center, Inc., Longwood (Not to Exceed \$100,000.00 per year).**

RFP-4258-05/BLH will provide nationally accredited (CARF or JCAHO) program(s) for male, female, children and/or adult clients for substance abuse and behavioral issues, including, but not limited to a full range of therapeutic services, including individual, group, and family therapy. The resulting contract will be for a base period of two years with two 1-year renewal options giving a total contract term of four years. Work under this contract will not exceed amounts in the County's Approved Budget for any given year.

The project was publicly advertised and the County received two (2) responses. The Evaluation Committee comprised of David Medley, Community Services Manager; Kelly Metcalf, Program Manager; and Robert Heenan, Community Development HUD Grants Manager; evaluated the submittals. Consideration was given to qualification and experience, accessibility of services, outcome measurement and cost of services. The Evaluation Committee recommends that the Board award a contract to The Grove Counseling Center, Inc.

The estimated amount for these services is \$100,000 per year. This is a budgeted project and funds are available in General Fund account number 001-066204-58083099 (\$50,000) and in Trust Fund account number 001-066900-58083004 (\$50,000). Community Services/Community Development Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the award and authorize the Chairman to execute the agreement as prepared by the County Attorney's Office.

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-4258-05/BLH

RFP TITLE: Substance Abuse Services

DUE DATE: July 27, 2005, 2:00 P.M.

PAGE: 1 of 1

INFORMATION PROVIDED IN RESPONSE	Response 1	Response 2
	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

OPENED and TABULATED BY: B. Hunter

POSTED: 7/27/05

EVALUATION CRITERIA: Each criterion will receive a score from 1 to 100

QUALIFICATIONS AND EXPERIENCE (25%)

ACCESSIBILITY OF SERVICES (25%)

OUTCOME MEASUREMENT (25%)

COST OF SERVICES (25%)

EVALUATION COMMITTEE MEETING: August 16, 2005 at 3:30 PM Eastern County Services Building- Purchasing & Contracts Division
(Purchasing Conference Room #3208) 1101 East First Street Sanford, FL 32771

RECOMMENDATION OF AWARD: The Grove Counseling Center, Inc.

AWARD DATE: TBA

PRESENTATION RANKINGS

RFP-4258-05/BLH - SUBSTANCE ABUSE SERVICES

	D. Medley	K. Metcalf	R. Heenan	TOTAL POINTS	RANKING
The Center For Drug - Free Living, Inc.	2	2	2	65.75	2
The Grove Counseling Center, Inc.	1	1	1	89.92	1

Kelly Metcalf
Robert J. Heenan
David Medley

RFP-4258-05/BLH – Substance Abuse Services

SUBMITTAL COMPANY NAME: The Center For Drug Free Living Inc.

QUALIFICATION COMMITTEE MEMBER: Kelly Metcalf

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- | | |
|----------|--|
| 90 – 100 | Outstanding, out-of-the-box, Innovative, Cost/Time Savings |
| 80 – 89 | Excellent, Very Good, Solid in all respects. |
| 70 – 79 | Good, No major weaknesses, Fully Acceptable as is |
| 60 – 69 | Marginal, Weak, Workable but needs clarifications |
| Below 60 | Unacceptable, Needs major help to be acceptable |

Describe strengths, weaknesses and deficiencies to support your assessment.

The following considerations will be utilized in the evaluation of the proposals:

Qualifications and Experience (25%)

- **Qualifications of the firm and key personnel**
- **Experience in similar activities**
- **Current workload**
- **Previous activities/experience provided to Seminole County residents**
- Has been an operator since 1971. Extensive substance abuse services. Own 650 employees. Does not mention prior experience serving SC residents.

Score 25
(100-0)

Accessibility of Services (25%)

- **Location (Accessibility of services to Seminole County residents)**
All locations are in Orlando. Although locations may be on all of the major trip routes - they may require significant travel time for SC residents.

Score 15
(100-0)

Outcome Measurement (25%)

- **Some of the outcome indicators are well defined and will do a sufficient job of measuring if the outcome was achieved. The two outcome indicators that discuss using the agency's MTS system all together are do not tell how they will be used to measure the outcome.**

Score 50
(100-0)

Cost of Services (25%)

- **Costs seem reasonable and sure how they compare with DCF model.**

Score 75
(100-0)

Total Score 11 (0-100)

Ranking 2

RFP-4258-05/BLH – Substance Abuse Services

SUBMITTAL COMPANY NAME: The Grove Counseling Center, Inc.

QUALIFICATION COMMITTEE MEMBER: Kelly Metcalf

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings

80 – 89 Excellent, Very Good, Solid in all respects.

70 – 79 Good, No major weaknesses, Fully Acceptable as is

60 – 69 Marginal, Weak, Workable but needs clarifications

Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

The following considerations will be utilized in the evaluation of the proposals:

Qualifications and Experience (25%)

- **Qualifications of the firm and key personnel**
- **Experience in similar activities**
- **Current workload**
- **Previous activities/experience provided to Seminole County residents**

Extremely qualified personnel who have a long professional history of working with substance abuse in the state of Florida. Serving SC residents

Score 100
(100-0)

Accessibility of Services (25%)

- **Location (Accessibility of services to Seminole County residents)**

All 7 locations are in Seminole County and are conveniently adjacent to all major bus routes

Score 100
(100-0)

Outcome Measurement (25%)

Some of the outcome indicators could be better defined.

Score 70
(100-0)

Cost of Services (25%)

Costs seem very reasonable. Based on all the services that would be provided using SC funds - tax payer and the county would clearly be getting their money's worth.

Score 100
(100-0)

Total Score 92 (0-100)

Ranking 1

RFP-4258-05/BLH - Substance Abuse Services

SUBMITTAL COMPANY NAME: The Center For Drug Free Living Inc.

QUALIFICATION COMMITTEE MEMBER: Robert Heenan

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 - 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings

80 - 89 Excellent, Very Good, Solid in all respects.

70 - 79 Good, No major weaknesses, Fully Acceptable as is

60 - 69 Marginal, Weak, Workable but needs clarifications

Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

The following considerations will be utilized in the evaluation of the proposals:

Qualifications and Experience (25%)

- Qualifications of the firm and key personnel - in business 34 years
- Experience in similar activities
- Current workload
- Previous activities/experience provided to Seminole County residents
In 03/04 180 Seminole residents were received.

Score 90
(100-0)

90
.25
22.50

Accessibility of Services (25%)

- Location (Accessibility of services to Seminole County residents)
Almost all service facilities located in Orlando although
open to all Seminole residents. This could be a transportation
problem for the indigent

Score 60
(100-0)

60
.25
15

Outcome Measurement (25%)

After 30 days in the program, 70% of all clients will maintain or
reduce the frequency, severity or quantity of their substance
abuse. While 70% appears to be good, it is not the intent
to have clients drug-free much earlier?

Score 80
(100-0)

80
.25
20

Cost of Services (25%)

One day of residential detox care \$215.19. Does not include services such
as case management, recreational activities, field trips, education
services or other services

Score 85
(100-0)

85
.25
21.25

Total Score 315 (0-100)

Ranking 2

78.75% age points

Robert J. Heenan
8/15/05

Up to 27 days
For Marchman Act
Emergency
Admission
5-7 days
Voluntary Admission
90 days outpatient

RFP-4258-05/BLH - Substance Abuse Services

SUBMITTAL COMPANY NAME: The Grove Counseling Center, Inc.

QUALIFICATION COMMITTEE MEMBER: Robert Heenan

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 - 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 - 89 Excellent, Very Good, Solid in all respects.
- 70 - 79 Good, No major weaknesses, Fully Acceptable as is
- 60 - 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

The following considerations will be utilized in the evaluation of the proposals:

Qualifications and Experience (25%)

- Qualifications of the firm and key personnel - In business 32 years
- Experience in similar activities
- Current workload
- Previous activities/experience provided to Seminole County residents
Outpatient program is the primary treatment provider for Seminole Co.
Drug Court since 2001. 18th Circuit Court

Score $\frac{100}{(100-0)}$ 100
 $\times .25$
25

Accessibility of Services (25%)

- Location (Accessibility of services to Seminole County residents)
All 6 locations of the Grove are in Seminole and all
offices are conveniently located to public bus service.

Score $\frac{100}{(100-0)}$ 100
 $\times .25$
25

Outcome Measurement (25%)

- 74% children + 69% adults receiving substance abuse treatment
Services will successfully complete treatment with no alcohol or
drug use within the last month prior to discharge.
These percentages should be higher.

Score $\frac{80}{(100-0)}$ 80
 $\times .25$
20

Cost of Services (25%)

- One day of residential care \$125.00. Provides more services than
than the County provided for on the floor

Score $\frac{95}{(100-0)}$ 95
 $\times .25$
23.75

Total Score 370 total points 93.75% avg points (0-100)

Ranking 1

I propose awarding all funds from this RFP to
 The Grove Counseling Center, Inc. Robert J Heenan
 8/15/05

30 days/
 client
 26 sessions

RFP-4258-05/BLH – Substance Abuse Services

SUBMITTAL COMPANY NAME: The Center For Drug Free Living Inc.

QUALIFICATION COMMITTEE MEMBER: David Medley

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings

80 – 89 Excellent, Very Good, Solid in all respects.

70 – 79 Good, No major weaknesses, Fully Acceptable as is

60 – 69 Marginal, Weak, Workable but needs clarifications

Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

The following considerations will be utilized in the evaluation of the proposals:

Qualifications and Experience (25%)

- **Qualifications of the firm and key personnel**
- **Experience in similar activities**
- **Current workload**
- **Previous activities/experience provided to Seminole County residents**

Strengths - long history, serving Central Florida
Weakness - ~~no~~ information limited on staff - no resume's attached

Score 85
(100-0)

Accessibility of Services (25%)

- **Location (Accessibility of services to Seminole County residents)**

All services provided in Orange County - OK regard "detox" but
outpatient services ~~for~~ presents difficulty to Seminole residents

Score 60
(100-0)

Outcome Measurement (25%)

Outcome measures appear weak - Output - "reduce frequency, severity"
goal should be to eliminate use?

Score 79
(100-0)

Cost of Services (25%)

~~Not~~ reasonable - ACF rate - failed to explain how ACF funds
factor into cost to county under contract - used as benchmark?

Score 85
(100-0)

Total Score 77 (0-100)

Ranking 2

RFP-4258-05/BLH – Substance Abuse Services

SUBMITTAL COMPANY NAME: The Grove Counseling Center, Inc.

QUALIFICATION COMMITTEE MEMBER: _____

David Medley

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings

80 – 89 Excellent, Very Good, Solid in all respects.

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Describe strengths, weaknesses and deficiencies to support your assessment.

The following considerations will be utilized in the evaluation of the proposals:

Qualifications and Experience (25%)

- **Qualifications of the firm and key personnel**
- **Experience in similar activities**
- **Current workload**
- **Previous activities/experience provided to Seminole County residents**

Strengths - Staff Qualification; Management Qualification; Experience in Seminole County

None Noted

Workload could be better presented

Score 90
(100-0)

Accessibility of Services (25%)

- **Location (Accessibility of services to Seminole County residents)**

Strengths - All Services located in Seminole County - Numerous (6) locations

around the County provide access to services.

Score 100
(100-0)

Outcome Measurement (25%)

Measurements 1-3 appear to be based on "Client Self-Reporting" - how do staff verify?

Measurement 1-2 (Extended) appear low 50% - how justified?

Score 75
(100-0)

Cost of Services (25%)

COST clearly stated but basis of cost not stated. Difficult to rate (compare without knowing the foundation).

Score 69
(100-0)

Total Score 83 (0-100)

Ranking 1

SUBSTANCE ABUSE SERVICES AGREEMENT (RFP-4258-05/BLH)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **THE GROVE COUNSELING CENTER, INC.**, duly authorized to conduct business in the State of Florida, whose address is 583 E. S.R. 434, Longwood, Florida 32750, hereinafter called the "CONSULTANT" 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 substance abuse services for Seminole County residents; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, CONSULTANT is competent and qualified to furnish substance abuse 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 CONSULTANT agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONSULTANT 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. COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement a fee not to exceed the sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)

per year. CONSULTANT shall perform all work required by the Scope of Services but, in no event, shall CONSULTANT be paid more than the negotiated fee stated above. Compensation shall be paid to the CONSULTANT at the rates as indicated on Exhibit "B," attached.

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

SECTION 3. BILLING AND PAYMENT.

(a) CONSULTANT 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 CONSULTANT;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by the CONSULTANT for all services performed by the CONSULTANT 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 W. 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 CONSULTANT.

SECTION 4. AUDIT OF RECORDS.

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

(b) The CONSULTANT 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 CONSULTANT'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, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 5. RESPONSIBILITY OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished by CONSULTANT under this Agreement. CONSULTANT 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 CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONSULTANT's performance of any of the services furnished under this Agreement.

SECTION 6. OWNERSHIP OF DOCUMENTS. All deliverable reference data, survey data, plans and reports that result from the CONSULTANT's services under this Agreement shall become the property of the COUNTY after final payment for the specific service provided is made to CONSULTANT. No changes or revisions to the documents furnished by CONSULTANT shall be made by COUNTY or its agents without the written approval of CONSULTANT.

SECTION 7. TERM. This Agreement shall take effect on the date of its execution by the parties and shall remain in effect for a period of two (2) years. At the option of the parties, this Agreement may be extended for two (2) additional one (1) year terms.

SECTION 8. TERMINATION.

(a) The COUNTY may, by written notice to the CONSULTANT, terminate this Agreement, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONSULTANT to fulfill CONSULTANT's Agreement obligations. Upon receipt of such

notice, the CONSULTANT 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 CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONSULTANT shall be paid compensation for services performed to the date of termination. CONSULTANT 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 CONSULTANT 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 CONSULTANT shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. The CONSULTANT 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 CONSULTANT. 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 CONSULTANT.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the CONSULTANT 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 9. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT 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 10. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, 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 11. 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 12. SUBCONTRACTORS. In the event CONSULTANT, 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, CONSULTANT 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, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 13. INDEMNIFICATION OF COUNTY. The CONSULTANT 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 the negligent, reckless, or intentionally wrongful provision of services hereunder by the CONSULTANT, whether caused by the CONSULTANT or otherwise.

SECTION 14. INSURANCE.

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

(1) The CONSULTANT 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 CONSULTANT, the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT shall relieve the CONSULTANT of the CONSULTANT's full responsibility for performance of any obligation including CONSULTANT'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 CONSULTANT shall, as soon as the CONSULTANT 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 CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONSULTANT shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the CONSULTANT, the CONSULTANT shall, at the CONSULTANT'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 CONSULTANT 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) CONSULTANT's insurance shall cover the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT's insurance shall cover the CONSULTANT 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 CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

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 CONSULTANT shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(d) Coverage. The insurance provided by CONSULTANT 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 CONSULTANT.

(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 CONSULTANT, its employees or agents

of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 15. ALTERNATIVE DISPUTE RESOLUTION.

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

(b) CONSULTANT 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 protest procedures set forth in subsection (a) above of which the CONSULTANT had knowledge and failed to present during the COUNTY protest procedures.

(c) In the event that COUNTY protest 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 16. REPRESENTATIVE OF COUNTY AND CONSULTANT.

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

SECTION 17. 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 18. 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 19. 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 CONSULTANT including its officers, employees, and agents, the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION 20. EMPLOYEE STATUS. Persons employed by the CONSULTANT 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 21. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONSULTANT not specifically provided for herein shall be honored by the COUNTY.

SECTION 22. PUBLIC RECORDS LAW. CONSULTANT 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. CONSULTANT 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 23. 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 Department
400 W. Airport Blvd.
Sanford, FL 32773

For CONSULTANT:

The Grove Counseling Center, Inc.
583 E. S.R. 434
Longwood, FL 32750

SECTION 24. 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 25. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONSULTANT 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 CONSULTANT.

SECTION 26. CONFLICT OF INTEREST.

(a) The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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.

ATTEST: THE GROVE COUNSELING CENTER, INC.

_____, Secretary By: _____
LARRY A. BIRCH, President/CEO

(CORPORATE SEAL) Date: _____

ATTEST: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida. By: _____
CARLTON HENLEY, 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
8/18/05
rfp-4258

Attachments:
Exhibit "A" - Scope of Services
Exhibit "B" - Rate Schedule

EXHIBIT A: SCOPE OF SERVICES

Substance Abuse

Part A. RESIDENTIAL SUBSTANCE ABUSE SERVICES

- 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, female, children and/or adult 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.

Part B. OUTPATIENT SUBSTANCE ABUSE SERVICES

- 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.

Additional Services:

Requestor may also propose services consistent with the new local match program authorized by the Florida Legislature in 2005 which amended the State Medicaid Plan to add three new Substance Abuse codes: Community Detoxification, Intervention, and Community Support. Requester must also certify that internal budget controls are in place to ensure services billed under this provision are maintained separate from other funding sources.

Further, requester must agree to provide monthly, quarterly and annual reports as required by County to audit reimbursement requests.

EXHIBIT B: RATE SCHEDULE

Provided Without Medicaid Reimbursement (100% County Funded)

Part A.

Residential Substance Abuse Services - Residential Program:Unit of Cost: One day of residential care \$ 125.00 per day (County)Anticipated number of days per client 30 days*Please check below services included in per day cost:*

- ☒ Individual Therapy/Counseling
- ☒ Family Therapy/Counseling
- ☒ Group Therapy/Counseling
- ☒ Medical Services
- ☒ Case Management

Other (List)

- ☒ Medication Management
- ☒ Life Skills Education

☒ Meals☒ Room☒ Recreational Activities☒ Field Trips☒ Educations Services☒ Aftercare Services☒ Psychiatric Assessment (PRN)☒ Psychiatrist/Medical Director (on-call)

Part B.

Outpatient Substance Abuse Services - Out Patient:Unit of Cost: One hour of individual outpatient service: \$ 84.00 per hour (County)Anticipated number of sessions per client: 26 sessions

What is included in each hour of billed services (counseling, documentation, etc.) *Same as below

Provided With Medicaid Reimbursement

Part A.

Residential Substance Abuse Services - Residential Program:

Unit of Cost: One day of residential care \$ _____ per hour (Medicaid) and \$ _____ per hour (County).

Anticipated number of days per client _____ days

Please check below services included in per day cost:

- ☐ Individual Therapy/Counseling
- ☐ Family Therapy/Counseling
- ☐ Group Therapy/Counseling
- ☐ Medical Services
- ☐ Case Management

Other (List)

- ☐ _____
- ☐ _____

☐ Meals☐ Room☐ Recreational Activities☐ Field Trips☐ Educations Services

- ☐ _____
- ☐ _____

Part B.

OUTPATIENT SUBSTANCE ABUSE SERVICES- Out Patient:Unit of Cost: One hour of individual outpatient service: \$ 73.32 per hour (Medicaid) and \$ 10.79 per hour (County).Anticipated number of sessions per client: 26 sessions

What is included in each hour of billed services (counseling, documentation, etc.)

Family Therapy (PRN)

Individual Therapy

Documentation

Rx Plan Development

Psychiatric Assessment (PRN)

Psychiatric Medication Management (PRN)

Biopsychosocial Assessment

Aftercare Services