

**CONTRACT BETWEEN MARTIN COUNTY AND NEW HORIZONS OF THE
TREASURE COAST, INC., FOR THE CRIMINAL JUSTICE MENTAL HEALTH
AND SUBSTANCE ABUSE REINVESTMENT GRANT JAIL DIVERSION
RECOVERY PROGRAM**

THIS AGREEMENT is made and entered into this _____ day of May 2020 by and between Martin County, a political subdivision of the State of Florida ("COUNTY") and New Horizons of the Treasure Coast, Inc., a Florida not for profit corporation ("CONTRACTOR").

WITNESSETH

WHEREAS, there is an increased emphasis on providing alternatives to incarceration for adults with a substance use disorder, co-occurring mental health condition, and have been charged with a crime;

WHEREAS, the COUNTY submitted an application to the Florida Department of Children and Families ("Department") for the Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant ("CJMHSa Grant");

WHEREAS, the COUNTY has been awarded the CJMHSa Grant and has entered into a Grant Agreement for Client Services with Florida's Department of Children and Families;

WHEREAS, the CJMHSa Grant will fund the expansion of the existing Martin County Mental Health Court program;

WHEREAS, both the COUNTY and the CONTRACTOR have the authority to enter into this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

1. Scope of Services

The CONTRACTOR shall:

- a) Employ case managers and licensed mental health providers that will be screened and perform services as specified in the Grant Agreement incorporated by reference herein and attached hereto as Exhibit 1.
- b) Provide services pursuant to the Grant Agreement as stated in the Proposal, incorporated by reference herein and attached hereto as Exhibit 2. Service Delivery Location, if different from that provided in the Grant Agreement, shall be: 709 S. 5th, Fort Pierce, FL 34950, 4500 W. Midway Road, Fort Pierce, FL 34981, 1111 S.E. U.S. 1, Ste 230, Stuart, FL 34994.

- c) Inform the COUNTY in a timely manner of any circumstances or events which may reasonably jeopardize the ability to meet CONTRACTOR's obligations under this Agreement.
- d) Be responsible for its own equipment necessary to perform and complete the services described herein.

2. Term of Agreement

The Project and services by the CONTRACTOR shall commence June 1, 2020, and shall end at midnight on May 31, 2023, subject to renewal as provided herein.

3. Compensation

- a) For each year of the CJMHSA Grant, the COUNTY shall allocate funds to the CONTRACTOR in accordance with the services provided under this Agreement at the costs stated in the Proposal, Exhibit 2, for the term of this Agreement, in accordance with and not to exceed the payments provided for in the Grant Agreement.
- b) The CONTRACTOR shall provide the COUNTY with monthly invoices for the services provided in the previous month, with sufficient detail to conduct a pre and post-audit of the services provided. Where itemized payment for travel expenses is permitted pursuant to Exhibits 1 and 2, the CONTRACTOR shall provide the COUNTY with invoices for any travel expenses in accordance with Section 112.061, Fla. Stat. or at such lower rates as provided in Exhibits 1 and 2. Payment shall be made only upon and within thirty (30) days after payment. to the COUNTY by the Department. The final invoice for payment must be submitted to the COUNTY no more than thirty (30) days after this Agreement ends or is terminated. If the CONTRACTOR fails to provide the COUNTY a final invoice within that time, all rights to payment are forfeited and the COUNTY will not honor any requests submitted after the aforesaid time period.
- c) The COUNTY and CONTRACTOR shall retain all records relating to this Contract for six (6) years after final payment is made or if an audit is conducted for six (6) years from the date the audit report is issued as required by Exhibit 1. All records shall be subject to audit by the COUNTY.

4. Termination

This Agreement may be terminated by either party upon no less than thirty (30) days written notice. Said termination notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

5. Indemnification

The CONTRACTOR agrees to indemnify and hold harmless the COUNTY and the Department from any and all liabilities, damages, claims, judgments, causes of action, costs and expenses, including reasonable attorney's fees and court costs, directly or indirectly incurred by the COUNTY or the Department, resulting directly or indirectly from the negligent acts or omissions of the CONTRACTOR in providing services under this Agreement.

6. Assignments

The CONTRACTOR shall not assign the responsibility of this Agreement to another party without prior written approval of the COUNTY. No such approval by the COUNTY of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation by the COUNTY in addition to the reimbursement obligation stated in this AGREEMENT. All such assignments shall be subject to the conditions of this Agreement and to any conditions of approval that the COUNTY shall deem necessary.

7. Waiver

Both parties reserve the right to waive requirements of this Agreement and general conditions when warranted by special circumstances and consistent with Exhibit 2.

8. Amendments

No amendments to this Agreement may be made without prior written approval of the CONTRACTOR and the COUNTY.

9. Governing Law

The laws of the State of Florida shall govern this Agreement. Venue shall be in the appropriate Court in and for Martin County, Florida.

10. Fiscal Non-Funding

In the event sufficient budgeted funds are not available to the COUNTY for a new fiscal period, the COUNTY shall notify the CONTRACTOR of such occurrence and this Agreement shall terminate on the last day of the then current fiscal period of the COUNTY without penalty or further expense to either party.

11. Severability

The terms and conditions of the agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect, unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

12. Contract Administration

- a) The contact person for the COUNTY shall be:
Michelle Miller, C.P.M. Health and Human Services Manager
Martin County Health and Human Services
435 SE Flagler Avenue Stuart, FL 34994
- b) The contact person for the CONTRACTOR shall be:
George Shopland, President/CEO

New Horizons of the Treasure Coast, Inc.
4500 West Midway Road, Fort Pierce, FL 34981
Office: (772) 672-8350 Fax: (772) 468-5606

13. Incorporation

The CONTRACTOR understands and acknowledges that it is a subcontractor under the CJMHSA Grant and agrees to comply with the terms and conditions set forth in the Grant Agreement, including all Exhibits and Attachments thereto, attached hereto as Exhibit 1.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

MARTIN COUNTY, FLORIDA- Approved as to Form and Legal sufficiency

By: _____

Sarah W. Woods
County Attorney

By: _____

Taryn Kryzda
County Administrator

Attest:

By: _____

Kathryn Hensley
Corresponding Secretary

By: _____

George Shopland
President/CEO