

**Agenda Item is more than 50 pages;
may be viewed in Minutes.**

Agenda Item #:

3X.1

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: October 17, 2006

☒ Consent ☐ Regular
☐ Ordinance ☐ Public Hearing

Department

Submitted By: PUBLIC SAFETY

Submitted For: Judicial Services Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **A) approve** four (4) contracts with the following agencies to provide drug treatment and testing services to individuals referred by the Drug Court, in a cumulative amount for the four(4) contracts not to exceed \$750,000 during the period of October 1, 2006 to September 30, 2007: 1) Drug Abuse Foundation of Palm Beach County in the amount of \$100,000; 2) Comprehensive Alcoholism Rehabilitation Programs, Inc., in the amount of \$175,000; 3) Drug Testing and Counseling Services in the amount of \$375,000; 4) Counseling Services of Lake Worth, Inc., in the amount of \$100,000; and, **B) authorize** the County Administrator or his designee to execute amendments to these contracts on behalf of the Board of County Commissioners in order to adjust the not to exceed amounts as long as the cumulative total does not exceed \$750,000.

Summary: These contracts provide continuation of the drug treatment and testing services provided to individuals supervised by the Drug Court. Funding for these contracts will be provided by the Drug Abuse Trust Fund (\$149,000); the Byrne Grant (\$103,811); and fees collected from the participants (\$100,000). Advalorem funding required is \$397,189. Countywide (DW)

Background and Justification: The Palm Beach County Drug Treatment Program is a rehabilitation program for non-violent defendants who have drug problems. The \$750,000 treatment and testing services is for about 350 individuals supervised by the Drug Court.

Attachments:

1. Contract with DAF.
2. Contract with CARP
3. Contract with Counseling Services of Lake Worth
4. Contract with Drug Testing & Counseling Services

Recommended by:

Paul J. Miele
Department Director

9/13/06
Date

Approved by:

Vincent J. Bonvento
Assistant County Administrator

10/2/06
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Capital Expenditures					
Operating Costs	<u>750,000</u>				
External Revenues	<u>(252,811)</u>				
Program Income (County)	<u>(100,000)</u>				
In-Kind Match (County)					
Net Fiscal Impact	<u>397,189</u>				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In FY 2007 Budget? Yes X No

Budget Account No.: Fund 0001 Department 660 Unit 5240 Object 3401 Program
Revenue Source Codes: 0001 660 5240 RSRC 3129, 4299 & 8090

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Funding for drug treatment and testing services will be provided by the Drug Abuse Trust Fund (\$149,000); Byrne Grant (\$103,811) and \$20 weekly fees paid by participants (\$100,000) and AdValorem (\$397,189).

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

9-19-06
9/19/06
OFMB

9/29/06
Contract Administration

B. Legal Sufficiency:

10-2-06
Assistant County Attorney

These contracts comply with our review requirements. Note that they are retroactive in effective dates.

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of _____, 2006, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and DRUG ABUSE FOUNDATION, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is 237074625.

Whereas the COUNTY requires professional services in the area of drug treatment and testing for participants in its DRUG COURT program and;

Whereas the COUNTY is entering into Contracts with alternate CONSULTANTS to provide such services,


Now therefore, in consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of drug treatment and testing, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

All services desired by the COUNTY hereunder must be specifically authorized in writing by the COUNTY'S representative. The COUNTY'S representative for purposes of authorizing services and coordinating performance shall be the DRUG COURT COORDINATOR (presently Dorrie Tyng) telephone no. (561) 688-4493.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Alton Taylor, telephone no. (561) 278-0000.

 The maximum amount to be paid by the COUNTY under this contract for all services and materials shall not exceed a total contract amount One Hundred Thousand Dollars (\$100,000.00).

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on October 1, 2006 and complete all services by September 30, 2007.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. This Contract is one of several similar Contracts for professional services for drug treatment and testing being entered into by the County. The County makes no guarantees whatsoever to any awarded CONSULTANT with respect to any specific amount of work and/or monies as a result hereof.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a

Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors) while on County premises will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's contract with any SBE subcontractor or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The CONSULTANT shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Contract for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the Contract.
- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. **Professional Liability** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made"

form. If coverage is provided on a "claims – made" form, the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract. CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.

- F. **Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.
- G. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

Palm Beach County
Public Safety Department
Emergency Operation Center
20 S. Military Tr.
West Palm Beach, FL 33415

- I. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business

Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services. The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 21 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 25 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in the Scope of Work, including

alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Paul W. Milelli, Director
Public Safety Department
20 S. Military Tr.
West Palm Beach, Florida 33415

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the CONSULTANT, notices shall be addressed to:

Alton Taylor
Drug Abuse Foundation
400 South Swinton Avenue
Delray Beach, FL 33444

ARTICLE 27 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 29 - REGULATION; LICENSING REQUIREMENTS

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:

SHARON BOCK, CLERK

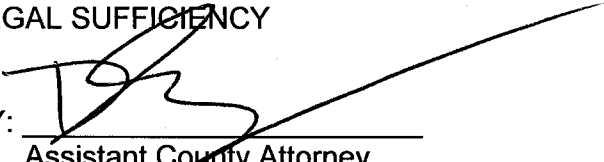
PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

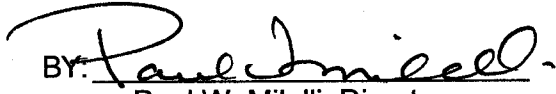
BY: _____
Deputy Clerk

BY: _____
Tony Masilotti, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS, PUBLIC SAFETY

BY:  _____
Assistant County Attorney

BY:  _____
Paul W. Milelli, Director

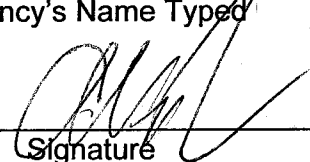
WITNESS:

AGENCY:

 _____
Signature

DRUG ABUSE FOUNDATION
Agency's Name Typed

DORRIE TYNG
Name Typed

By:  _____
Signature

23 7074625
Agency's Federal ID Number

Alton Taylor
Agency's Signatory Name Typed

 _____
Agency's Signatory Title Typed

EXHIBIT "A"

SCOPE OF WORK

Background

The Palm Beach County Adult Drug Court program is operational under the management of the Palm Beach County Department of Public Safety, Division of Justice Services and the 15th Judicial Circuit. The program is a cooperative effort between the Board of County Commissioners, Criminal Justice Commission, the Judiciary, State Attorney, Public Defender, Florida Department of Corrections, Palm Beach County Sheriff's Office and contracted community based service providers (the Consultant).

The Palm Beach County Adult Drug Court program is a rehabilitation program designed to identify, case manage, drug test and provide outpatient substance abuse treatment services and inpatient treatment services when necessary, to nonviolent substance abusing defendants.

Responsibilities of Consultant

The Consultant shall provide drug treatment and testing services to program participants referred by the Drug Court in accordance with the American Society of Addictions Medicine (ASAM) placement criteria. The Consultant shall be licensed under Chapter 397, Florida Statutes, Section 65D – 30, Florida Administrative Code and by the Department of Children and Families (DCF). The Consultant shall provide the following:

1. Office space in Palm Beach County consisting of the following:

- A. Sufficient space to accommodate treatment groups of up to fifteen (15) participants.
- B. Separate, secure, private office for individual counseling sessions (i.e. multiple offices within the same office complex).
- C. A restroom facility suitable for collecting urine samples from participants and space suitable for a small, locked refrigerator that shall be used only to store urine samples.
- D. Program site(s) accessible to bus routes/public transportation and availability of day and evening sessions suitable for employed participants.

2. Clinicians Minimum Criteria:

- A. The education, training and experience that is required of a "primary counselor" in accordance with Chapter 397, Florida Statutes, Section 65D-30, Florida Administrative Code and licensing by the DCF.
- B. Certified Criminal Justice Addictions Professional (CCJAP) credential preferred or Certified Addictions Professional (CAP) credential or in active pursuit of CCJAP or CAP credential.
- C. Dedicated and committed primarily to this program and its goals.
- D. Qualified clinicians and clinical supervisors shall be familiar with a minimum set of treatment related topics. The topics are Cognitive Behavioral Therapy, Relapse Prevention, Relapse Intervention, HIV Prevention, Cultural Sensitivity and Competence, Community Reinforcement Approach, Dual Diagnosis, Gender Specific Counseling Techniques, Family Therapy, Motivational Therapy and Moral Reconation Therapy (MRT).

- E. A minimum of one (1) bi-lingual case manager, who also possesses the above referenced credentials, shall be employed in order to provide services to Spanish speaking participants.

3. Clinical Supervisor Minimum Criteria:

- A. The education, training and experience that is required of a "qualified professional" in accordance with Chapter 397, Florida Statutes, Section 65D-30, Florida Administrative Code, and licensed by DCF.;
- B. Licensed Clinical Social Worker (LCSW) or Licensed Mental Health Counselor (LMHC) with CCJAP or CAP credential preferred.
- C. Experience supervising evaluation and case management programs for criminal justice involved substance abusing clients.

4. Treatment Records – The provider shall maintain complete participant treatment records and on site, as outlined in the Alcohol, Drug Abuse and Mental Health (ADM) licensure requirements, including electronic data, as required by law. Progress reports on each participant shall be submitted weekly in a report and/or electronic format acceptable to the Drug Court.

5. Substance Abuse Screening and Assessment – Within fourteen (14) days of application for admission into the program, the Consultant shall complete a written substance abuse assessment. The assessment tool shall address the severity of addiction as well as the participant's strengths, weaknesses, and motivation.

6. Individualized Written Treatment Plan – Within fourteen (14) days of assessment, the Consultant shall develop, together with the program participant, an initial individualized written treatment plan. The treatment provider shall review and update the plan with the participant on a monthly basis.

7. Group Counseling Sessions – The Consultant shall facilitate substance abuse outpatient group counseling sessions to program participants on days and times that are most conducive to successful completion of the program to include evenings and weekends. The duration of each outpatient group counseling session shall last for ninety (90) minutes. Group size shall not exceed fifteen (15) participants. Examples of some modalities include: Cognitive Behavioral Therapy, Relapse Prevention, Relapse Support, Motivational Enhancement Therapy, the Matrix Model and Community Reinforcement Approach.

8. Individual Counseling Sessions – The Consultant shall provide individual counseling sessions to participants. The duration of an individual counseling session shall not be less than sixty (60) minutes. Examples of some of the issues that sessions might address are needs assessment, treatment plans, continuing care plans, stopping illegal substance abuse, impaired functioning, stopping illegal activity, family relationships and social relationships.

9. Random Drug Testing - The Consultant shall conduct drug testing on the participants selected for random drug testing by the Drug Court. The drug(s) to be tested shall also be determined by the Drug Court. The Drug Court shall send through fax the list of selected participants and the drugs to be tested. The Consultant shall submit the test results at the end of the day in a format acceptable to the Drug Court.

The drugs of abuse for which testing is conducted shall include elements such as: cocaine, marijuana, alcohol, opiates, benzodiazepine, amphetamines, propoxyphene or any substance of abuse that a participant may be most likely to use. A qualified same sex staff person shall observe all collections. A written chain of custody shall be used as well.

10. Drug Testing Due to Suspicious Use – The Consultant shall drug test treatment participants who exhibits signs of drug or alcohol use. Results of all drug tests due to suspicious use shall be reported at the end of the day in a format acceptable to the Drug Court.

The drugs of abuse for which testing is conducted shall include elements such as: cocaine, marijuana, alcohol, opiates, benzodiazepine, amphetamines, propoxyphene or any substance of abuse that a participant may be most likely to use. A qualified same sex staff person shall observe all collections. A written chain of custody shall be used as well.

11. Weekly Staffing and Hearing Meetings – Each Consultant shall send a treatment liaison to the weekly staffing and hearing meetings of the Drug Court. The liaisons shall report information about the participants' treatment progress. The information may include treatment recommendations, missed appointments, and drug test results. The information may also be requested in an electronic format.

EXHIBIT "B"

**SCHEDULE OF PAYMENTS AND PROPOSED BUDGET
FOR DRUG TREATMENT AND TESTING FOR ALL CONTRACTED CONSULTANTS**

Service	Unit Type	Billing Rate	Estimated Number	Estimated Amount
Individual Sessions	1 hour	\$57.68	4,375	252,350
Group Counseling Sessions	1.5 hours	\$22.50	13,173	296,393
Drug Tests				
5 panel Test cup or Dade Behring Syva 5 panel Test	each test	\$14.00	14,375	<u>201,250</u>
Total Cost / Maximum Amount				<u>\$750,000</u>

Each contractor will receive specific authorization for contracted services.

09-27-'06 09:44 FROM-PBCDrugCourt

5616884635

T-764 P002/004 F-587

PRODUCER (561)278-0448 FAX (561)278-2391

Weekes & Callaway, Inc.

777 E. Atlantic Avenue, Suite 300

Delray Beach, FL 33447-1460

1a Hood:ks

ED Drug Abuse Foundation of Palm Bch. County, Inc

400 S. Swinton Ave.

Delray Beach, FL 33444

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: AIG

INSURER B: Bridgefield Employers Ins Co

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	06LX02957140000	07/01/2006	07/01/2007	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 200,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (ANY ONE PERSON) \$ 15,000
	<input checked="" type="checkbox"/> Professional Liab Included				PERSONAL & ADV INJURY \$ 1,000,000
A	GENL AGGREGATE LIMIT APPLIES PER	06CA62680390000	07/01/2006	07/01/2007	GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC				PRODUCTS - COMPAN AGG \$ 3,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (EA OCCURRENCE) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
A	ALL OWNED AUTOS	06LX02957140000	07/01/2006	07/01/2007	BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
	NON-OWNED AUTOS				OTHER THAN AUTO ONLY - EA ACC AGG \$
A	GARAGE LIABILITY	06LX02957140000	07/01/2006	07/01/2007	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				AGGREGATE \$
	EXCESS/UMBRELLA LIABILITY				\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				\$
B	DEDUCTIBLE	Q000085270	04/01/2006	04/01/2007	\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED?				EL EACH ACCIDENT \$ 500,000
B	OTHER	Q000085270	04/01/2006	04/01/2007	EL DISEASE - EA EMPLOYEE \$ 500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED?				EL DISEASE - POLICY/EMP \$ 500,000
	OTHER				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED?				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate holder is named as additional insured ATIMA

CERTIFICATE HOLDER

Palm Beach County Board of
County Commissioners
Attn: Dorrie Tyng
3228 Gunclub Road
Room B126
West Palm Beach, FL 33406

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Leon A. Weekes/DANAH

09-06-'06 15:51 FROM-PBCDrugCourt

5616884635

T-649 P003/003 F-329

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Sep. 27. 2006 4:08PM PUBLIC SAFETY

5616884635

T No. 8787 302 P. 2 F-587

PRODUCER (561)278-0448 FAX (561)278-2391
Weekes & Callaway, Inc.
777 E. Atlantic Avenue, Suite 300
Delray Beach, FL 33447-1460
va Hood:ks
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COVERAGES

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INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab Included GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	06LX02957140000	07/01/2006	07/01/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCUR) \$ 200,000 MED EXP (ANY ONE PERSON) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPENS AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NONOWNED AUTOS	06CA62680390000	07/01/2006	07/01/2007	COMBINED SINGLE LIMIT (EA OCCUR) \$ 1,000,000 BODILY INJURY (PAID ACCIDENT) \$ BODILY INJURY (PAID OCCURRENCE) \$ PROPERTY DAMAGE (PAID OCCURRENCE) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	06LX02957140000	07/01/2006	07/01/2007	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETARY PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	0000085270	04/01/2006	04/01/2007	WORKERS COMPENSATION TEST CLAIMS \$ EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
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CERTIFICATE HOLDER

Palm Beach County Board of
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Attn: Dorrie Tyng
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AUTHORIZED REPRESENTATIVE

Leon A. Weekes/DANAH

ACORD 28 (2001/08) FAX: (561)688-4635

©ACORD CORPORATION 1998

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the 10 day of 10, 2006, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and COMPREHENSIVE ALCOHOLISM REHABILITATION PROGRAMS, INC. (CARP) with offices at 5410 East Avenue, West Palm Beach, Florida 33402, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is 59-1447364.

Whereas the COUNTY requires professional services in the area of drug treatment and testing for participants in its DRUG COURT program and;

Whereas the COUNTY is entering into Contracts with alternate CONSULTANTS to provide such services,

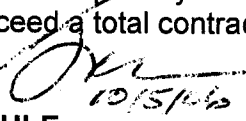
Now therefore, in consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of drug treatment and testing, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

All services desired by the COUNTY hereunder must be specifically authorized in writing by the COUNTY'S representative. The COUNTY'S representative for purposes of authorizing services and coordinating performance shall be the DRUG COURT COORDINATOR (presently Dorrie Tyng) telephone no. (561) 688-4493.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Robert P. Bozzone, Executive Director, telephone no. (561) 844-6400 ext 220.

The maximum amount to be paid by the COUNTY under this contract for all services and materials shall not exceed a total contract amount One Hundred Seventy Five Thousand Dollars (\$175,000.00). 

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on October 1, 2006 and complete all services by September 30, 2007.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. This Contract is one of several similar Contracts for professional services for drug treatment and testing being entered into by the County. The County makes no guarantees whatsoever to any awarded CONSULTANT with respect to any specific amount of work and/or monies as a result hereof.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the

CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors) while on County premises will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's contract with any SBE subcontractor or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The CONSULTANT shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Contract for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the Contract.
- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. **Professional Liability** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The

Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims – made" form. If coverage is provided on a "claims – made" form, the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract. CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.

- F. **Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.
- G. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:
- Palm Beach County
Public Safety Department
Emergency Operation Center
20 S. Military Tr.
West Palm Beach, FL 33415
- I. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability.

The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services. The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 21 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 25 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in the Scope of Work, including

alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Paul W. Milelli, Director
Public Safety Department
20 S. Military Tr.
West Palm Beach, Florida 33415

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the CONSULTANT, notices shall be addressed to:

Robert Bozzone
CARP
5410 East Avenue
West Palm Beach, FL 33402

ARTICLE 27 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 29 - REGULATION; LICENSING REQUIREMENTS

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:

SHARON BOCK, CLERK

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

BY: _____
Deputy Clerk

BY: _____
Tony Masilotti, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS, PUBLIC SAFETY

BY: _____
Paul W. Milelli, Director

WITNESS:

Signature

DORRIE TYNG

Name Typed

59-1447364

Agency's Federal ID Number

AGENCY:

CARP, INC
Agency's Name Typed

By: _____
Signature

Robert P. Bozzawe
Agency's Signatory Name Typed

CEO
Agency's Signatory Title Typed

EXHIBIT "A"

SCOPE OF WORK

Background

The Palm Beach County Adult Drug Court program is operational under the management of the Palm Beach County Department of Public Safety, Division of Justice Services and the 15th Judicial Circuit. The program is a cooperative effort between the Board of County Commissioners, Criminal Justice Commission, the Judiciary, State Attorney, Public Defender, Florida Department of Corrections, Palm Beach County Sheriff's Office and contracted community based service providers (the Consultant).

The Palm Beach County Adult Drug Court program is a rehabilitation program designed to identify, case manage, drug test and provide outpatient substance abuse treatment services and inpatient treatment services when necessary, to nonviolent substance abusing defendants.

Responsibilities of Consultant

The Consultant shall provide drug treatment and testing services to program participants referred by the Drug Court in accordance with the American Society of Addictions Medicine (ASAM) placement criteria. The Consultant shall be licensed under Chapter 397, Florida Statutes, Section 65D – 30, Florida Administrative Code and by the Department of Children and Families (DCF). The Consultant shall provide the following:

1. Office space in Palm Beach County consisting of the following:

- A. Sufficient space to accommodate treatment groups of up to fifteen (15) participants.
- B. Separate, secure, private office for individual counseling sessions (i.e. multiple offices within the same office complex).
- C. A restroom facility suitable for collecting urine samples from participants and space suitable for a small, locked refrigerator that shall be used only to store urine samples.
- D. Program site(s) accessible to bus routes/public transportation and availability of day and evening sessions suitable for employed participants.

2. Clinicians Minimum Criteria:

- A. The education, training and experience that is required of a "primary counselor" in accordance with Chapter 397, Florida Statutes, Section 65D-30, Florida Administrative Code and licensing by the DCF.
- B. Certified Criminal Justice Addictions Professional (CCJAP) credential preferred or Certified Addictions Professional (CAP) credential or in active pursuit of CCJAP or CAP credential.
- C. Dedicated and committed primarily to this program and its goals.
- D. Qualified clinicians and clinical supervisors shall be familiar with a minimum set of treatment related topics. The topics are Cognitive Behavioral Therapy, Relapse Prevention, Relapse Intervention, HIV Prevention, Cultural Sensitivity and Competence, Community Reinforcement Approach, Dual Diagnosis, Gender Specific Counseling Techniques, Family Therapy, Motivational Therapy and Moral Reconnection Therapy (MRT).

- E. A minimum of one (1) bi-lingual case manager, who also possesses the above referenced credentials, shall be employed in order to provide services to Spanish speaking participants.

3. Clinical Supervisor Minimum Criteria:

- A. The education, training and experience that is required of a "qualified professional" in accordance with Chapter 397, Florida Statutes, Section 65D-30, Florida Administrative Code, and licensed by DCF.;
- B. Licensed Clinical Social Worker (LCSW) or Licensed Mental Health Counselor (LMHC) with CCJAP or CAP credential preferred.
- C. Experience supervising evaluation and case management programs for criminal justice involved substance abusing clients.

4. Treatment Records – The provider shall maintain complete participant treatment records and on site, as outlined in the Alcohol, Drug Abuse and Mental Health (ADM) licensure requirements, including electronic data, as required by law. Progress reports on each participant shall be submitted weekly in a report and/or electronic format acceptable to the Drug Court.

5. Substance Abuse Screening and Assessment – Within fourteen (14) days of application for admission into the program, the Consultant shall complete a written substance abuse assessment. The assessment tool shall address the severity of addiction as well as the participant's strengths, weaknesses, and motivation.

6. Individualized Written Treatment Plan – Within fourteen (14) days of assessment, the Consultant shall develop, together with the program participant, an initial individualized written treatment plan. The treatment provider shall review and update the plan with the participant on a monthly basis.

7. Group Counseling Sessions – The Consultant shall facilitate substance abuse outpatient group counseling sessions to program participants on days and times that are most conducive to successful completion of the program to include evenings and weekends. The duration of each outpatient group counseling session shall last for ninety (90) minutes. Group size shall not exceed fifteen (15) participants. Examples of some modalities include: Cognitive Behavioral Therapy, Relapse Prevention, Relapse Support, Motivational Enhancement Therapy, the Matrix Model and Community Reinforcement Approach.

8. Individual Counseling Sessions – The Consultant shall provide individual counseling sessions to participants. The duration of an individual counseling session shall not be less than sixty (60) minutes. Examples of some of the issues that sessions might address are needs assessment, treatment plans, continuing care plans, stopping illegal substance abuse, impaired functioning, stopping illegal activity, family relationships and social relationships.

9. Random Drug Testing - The Consultant shall conduct drug testing on the participants selected for random drug testing by the Drug Court. The drug(s) to be tested shall also be determined by the Drug Court. The Drug Court shall send through fax the list of selected participants and the drugs to be tested. The Consultant shall submit the test results at the end of the day in a format acceptable to the Drug Court.

The drugs of abuse for which testing is conducted shall include elements such as: cocaine, marijuana, alcohol, opiates, benzodiazepine, amphetamines, propoxyphene or any substance of abuse that a participant may be most likely to use. A qualified same sex staff person shall observe all collections. A written chain of custody shall be used as well.

10. Drug Testing Due to Suspicious Use – The Consultant shall drug test treatment participants who exhibits signs of drug or alcohol use. Results of all drug tests due to suspicious use shall be reported at the end of the day in a format acceptable to the Drug Court.

The drugs of abuse for which testing is conducted shall include elements such as: cocaine, marijuana, alcohol, opiates, benzodiazepine, amphetamines, propoxyphene or any substance of abuse that a participant may be most likely to use. A qualified same sex staff person shall observe all collections. A written chain of custody shall be used as well.

11. Weekly Staffing and Hearing Meetings – Each Consultant shall send a treatment liaison to the weekly staffing and hearing meetings of the Drug Court. The liaisons shall report information about the participants' treatment progress. The information may include treatment recommendations, missed appointments, and drug test results. The information may also be requested in an electronic format.

EXHIBIT "B"

**SCHEDULE OF PAYMENTS AND PROPOSED BUDGET
FOR DRUG TREATMENT AND TESTING FOR ALL CONTRACTED CONSULTANTS**

Service	Unit Type	Billing Rate	Estimated Number	Estimated Amount
Individual Sessions	1 hour	\$57.68	4,375	252,350
Group Counseling Sessions	1.5 hours	\$22.50	13,173	296,393
Drug Tests				
5 panel Test cup or Dade Behring Syva 5 panel Test	each test	\$14.00	14,375	<u>201,250</u>
Total Cost / Maximum Amount				<u>\$750,000</u>

Each contractor will receive specific authorization for contracted services.

Client#: 5559

4COMPALC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 01/26/06
PRODUCER HRH of Orlando 800 N. Magnolia Ave, Ste. 1600 Orlando, FL 32803 407 926-2600		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Comprehensive Alcoholism Rehabilitation Programs Inc P O Box 2507 West Palm Beach, FL 33402		
INSURERS AFFORDING COVERAGE		NAIC #:
INSURER A: Westport Insurance Corporation		34207
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	WCP120003342201	01/01/06	01/01/07	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (If a occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	WCP120003342201	01/01/06	01/01/07	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	WUM120003342601	01/01/06	01/01/07	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Prof Liab	WCP120003342201	01/01/06	01/01/07	\$1,000,000/3,000,000
A		Abuse & Molestati	WCP120003342201	01/01/06	01/01/07	\$1,000,000/2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS *10 day notification if cancellation for nonpayment; 30 days all other reasons						

CERTIFICATE HOLDER	CANCELLATION
FOR INFORMATION PURPOSES ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE

POLICY NUMBER
WC 681-53-32

013-82-1105-00

INCORPORATED UNDER THE LAWS OF NEW YORK
ITEM 1. NAMED INSURED: MAILING ADDRESS IDENTIFICATION NO.
COMPREHENSIVE ALCOHOLISM REHABILITATION PROGRAMS,
(SEE WC990013 FOR COMPLETE NAME)
PO BOX 2507
WEST PALM BEACH, FL 33402-0000



Member Companies of
American International Group

EXECUTIVE OFFICES:
70 PINE STREET, NEW YORK, N.Y. 10270

SEE NAME AND ADDRESS SCHEDULE - WC990610
D# 094700302 FL UI#:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY INFORMATION PAGE

Brown & Brown Inc. - Daytona
PO Box 2412
Daytona Beach, FL 32115

MAILING ADDRESS

INSURED IS
CORPORATION

PREVIOUS POLICY NUMBER
RENEWAL 007761713

OTHER WORKPLACES NOT SHOWN ABOVE: SEE NAME AND ADDRESS		RENEWAL	00776177
ITEM 2	POLICY PERIOD 12:01 A.M. - 12:01 A.M.	SCHEDULE -	WC990610

ITEM 2	POLICY PERIOD 12:01 A.M. standard time at the insured's mailing address
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FROM 11/21/05 TO 11/21/06

ITEM 3	<p>A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:</p> <p>FL</p>
--------	--

B. Employers Liability Insurance: Part Two of the policy applies to the work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident \$ 100,000 each accident
Bodily Injury by Disease \$ 500,000 policy limit
Bodily Injury by Disease \$ 100,000 each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

AK AL AR AZ CO CT DC DE GA HI IA ID IL IN KS KY LA MA MD ME MI MN MO MS MT NC NE NH NJ NM NV NY OK OR PA RI SC SD TN TX UT VA VT WI

EM 4	<p>The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.</p>
------	--

Classifications	Code Number	Estimated Total Remuneration <input checked="" type="checkbox"/> Annual <input type="checkbox"/> 3 Year	Rate Per \$100 OF Re-muneration	Estimated Premium <input checked="" type="checkbox"/> Annual <input type="checkbox"/> 3 Year
EE EXTENSION OF INFORMATION PAGE - WC7754				
BASE CONSTANT (EXCEPT WHERE APPLICABLE BY STATE)	\$200 FL			
MUM PREMIUM	\$1,000 FL			
TOTAL ESTIMATED PREMIUM				\$144,938

licated below, interim adjustments of premium shall be made:

☐ Semi-Annually ☐ Quarterly ☐ Monthly

DEPOSIT PREMIUM

ENDORSEMENTS (FORM NUMBER)

SEE ATTACHED FORM SCHEDULE - WC990612

05/05 PARSIPPANY

82

Issuing Office

Authorized Representative WC 00 00 01

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of _____, 2006, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and COUNSELING SERVICES of Lake Worth, Inc., with offices at 416 North Dixie Highway, Lake Worth, FL 33460, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is 20-0637672.

Whereas the COUNTY requires professional services in the area of drug treatment and testing for participants in its DRUG COURT program and;

Whereas the COUNTY is entering into Contracts with alternate CONSULTANTS to provide such services,

Now therefore, in consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of drug treatment and testing, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

All services desired by the COUNTY hereunder must be specifically authorized in writing by the COUNTY'S representative. The COUNTY'S representative for purposes of authorizing services and coordinating performance shall be the DRUG COURT COORDINATOR (presently Dorrie Tyng) telephone no. (561) 688-4493.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Stephen G. Ladd, telephone no. (561) 547-0303.

The maximum amount to be paid by the COUNTY under this contract for all services and materials shall not exceed a total contract amount One Hundred Thousand Dollars (\$100,000.00).

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on October 1, 2006 and complete all services by September 30, 2007.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. This Contract is one of several similar Contracts for professional services for drug treatment and testing being entered into by the County. The County makes no guarantees whatsoever to any awarded CONSULTANT with respect to any specific amount of work and/or monies as a result hereof.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services

rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors) while on County premises will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's contract with any SBE subcontractor or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The CONSULTANT shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Contract for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the Contract.
- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. **Professional Liability** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall

clearly indicate whether coverage is provided on an "occurrence" or "claims – made" form. If coverage is provided on a "claims – made" form, the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract. CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.

- F. **Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.
- G. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:
- Palm Beach County
Public Safety Department
Emergency Operation Center
20 S. Military Tr.
West Palm Beach, FL 33415
- I. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the

highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services. The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 21 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 25 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing:

(1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Paul W. Milelli, Director
Public Safety Department
20 S. Military Tr.
West Palm Beach, Florida 33415

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the CONSULTANT, notices shall be addressed to:

Stephen G. Ladd
Counseling Services of Lake Worth, Inc.
416 North Dixie Highway
Lake Worth, FL 33460

ARTICLE 27 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 29 - REGULATION; LICENSING REQUIREMENTS

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:

SHARON BOCK, CLERK

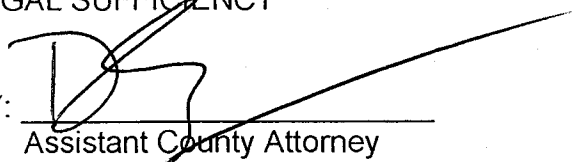
PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

BY: _____
Deputy Clerk

BY: _____
Tony Masilotti, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

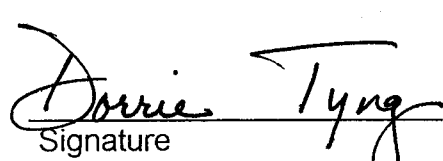
APPROVED AS TO TERMS AND
CONDITIONS, PUBLIC SAFETY

BY:  _____
Assistant County Attorney

BY:  _____
Paul W. Milelli, Director

WITNESS:

AGENCY:

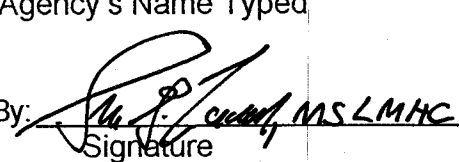

Signature

COUNSELING SERVICES OF LAKE WORTH, INC.

Agency's Name Typed

DORRIE TYNG

Name Typed

By:  _____
Signature

20-0637672

Agency's Federal ID Number

STEPHEN G. LADD, MS LMHC

Agency's Signatory Name Typed

EXECUTIVE DIRECTOR

Agency's Signatory Title Typed

EXHIBIT "A"

SCOPE OF WORK

Background

The Palm Beach County Adult Drug Court program is operational under the management of the Palm Beach County Department of Public Safety, Division of Justice Services and the 15th Judicial Circuit. The program is a cooperative effort between the Board of County Commissioners, Criminal Justice Commission, the Judiciary, State Attorney, Public Defender, Florida Department of Corrections, Palm Beach County Sheriff's Office and contracted community based service providers (the Consultant).

The Palm Beach County Adult Drug Court program is a rehabilitation program designed to identify, case manage, drug test and provide outpatient substance abuse treatment services and inpatient treatment services when necessary, to nonviolent substance abusing defendants.

Responsibilities of Consultant

The Consultant shall provide drug treatment and testing services to program participants referred by the Drug Court in accordance with the American Society of Addictions Medicine (ASAM) placement criteria. The Consultant shall be licensed under Chapter 397, Florida Statutes, Section 65D – 30, Florida Administrative Code and by the Department of Children and Families (DCF). The Consultant shall provide the following:

1. Office space in Palm Beach County consisting of the following:

- A. Sufficient space to accommodate treatment groups of up to fifteen (15) participants.
- B. Separate, secure, private office for individual counseling sessions (i.e. multiple offices within the same office complex).
- C. A restroom facility suitable for collecting urine samples from participants and space suitable for a small, locked refrigerator that shall be used only to store urine samples.
- D. Program site(s) accessible to bus routes/public transportation and availability of day and evening sessions suitable for employed participants.

2. Clinicians Minimum Criteria:

- A. The education, training and experience that is required of a "primary counselor" in accordance with Chapter 397, Florida Statutes, Section 65D-30, Florida Administrative Code and licensing by the DCF.
- B. Certified Criminal Justice Addictions Professional (CCJAP) credential preferred or Certified Addictions Professional (CAP) credential or in active pursuit of CCJAP or CAP credential.
- C. Dedicated and committed primarily to this program and its goals.
- D. Qualified clinicians and clinical supervisors shall be familiar with a minimum set of treatment related topics. The topics are Cognitive Behavioral Therapy, Relapse Prevention, Relapse Intervention, HIV Prevention, Cultural Sensitivity and Competence, Community Reinforcement Approach, Dual Diagnosis, Gender Specific Counseling Techniques, Family Therapy, Motivational Therapy and Moral Reconciliation Therapy (MRT).

- E. A minimum of one (1) bi-lingual case manager, who also possesses the above referenced credentials, shall be employed in order to provide services to Spanish speaking participants.

3. Clinical Supervisor Minimum Criteria:

- A. The education, training and experience that is required of a "qualified professional" in accordance with Chapter 397, Florida Statutes, Section 65D-30, Florida Administrative Code, and licensed by DCF.;
- B. Licensed Clinical Social Worker (LCSW) or Licensed Mental Health Counselor (LMHC) with CCJAP or CAP credential preferred.
- C. Experience supervising evaluation and case management programs for criminal justice involved substance abusing clients.

4. Treatment Records – The provider shall maintain complete participant treatment records and on site, as outlined in the Alcohol, Drug Abuse and Mental Health (ADM) licensure requirements, including electronic data, as required by law. Progress reports on each participant shall be submitted weekly in a report and/or electronic format acceptable to the Drug Court.

5. Substance Abuse Screening and Assessment – Within fourteen (14) days of application for admission into the program, the Consultant shall complete a written substance abuse assessment. The assessment tool shall address the severity of addiction as well as the participant's strengths, weaknesses, and motivation.

6. Individualized Written Treatment Plan – Within fourteen (14) days of assessment, the Consultant shall develop, together with the program participant, an initial individualized written treatment plan. The treatment provider shall review and update the plan with the participant on a monthly basis.

7. Group Counseling Sessions – The Consultant shall facilitate substance abuse outpatient group counseling sessions to program participants on days and times that are most conducive to successful completion of the program to include evenings and weekends. The duration of each outpatient group counseling session shall last for ninety (90) minutes. Group size shall not exceed fifteen (15) participants. Examples of some modalities include: Cognitive Behavioral Therapy, Relapse Prevention, Relapse Support, Motivational Enhancement Therapy, the Matrix Model and Community Reinforcement Approach.

8. Individual Counseling Sessions – The Consultant shall provide individual counseling sessions to participants. The duration of an individual counseling session shall not be less than sixty (60) minutes. Examples of some of the issues that sessions might address are needs assessment, treatment plans, continuing care plans, stopping illegal substance abuse, impaired functioning, stopping illegal activity, family relationships and social relationships.

9. Random Drug Testing - The Consultant shall conduct drug testing on the participants selected for random drug testing by the Drug Court. The drug(s) to be tested shall also be determined by the Drug Court. The Drug Court shall send through fax the list of selected participants and the drugs to be tested. The Consultant shall submit the test results at the end of the day in a format acceptable to the Drug Court.

The drugs of abuse for which testing is conducted shall include elements such as: cocaine, marijuana, alcohol, opiates, benzodiazepine, amphetamines, propoxyphene or any substance of abuse that a participant may be most likely to use. A qualified same sex staff person shall observe all collections. A written chain of custody shall be used as well.

10. Drug Testing Due to Suspicious Use – The Consultant shall drug test treatment participants who exhibits signs of drug or alcohol use. Results of all drug tests due to suspicious use shall be reported at the end of the day in a format acceptable to the Drug Court.

The drugs of abuse for which testing is conducted shall include elements such as: cocaine, marijuana, alcohol, opiates, benzodiazepine, amphetamines, propoxyphene or any substance of abuse that a participant may be most likely to use. A qualified same sex staff person shall observe all collections. A written chain of custody shall be used as well.

11. Weekly Staffing and Hearing Meetings – Each Consultant shall send a treatment liaison to the weekly staffing and hearing meetings of the Drug Court. The liaisons shall report information about the participants' treatment progress. The information may include treatment recommendations, missed appointments, and drug test results. The information may also be requested in an electronic format.

EXHIBIT "B"

**SCHEDULE OF PAYMENTS AND PROPOSED BUDGET
FOR DRUG TREATMENT AND TESTING FOR ALL CONTRACTED CONSULTANTS**

Service	Unit Type	Billing Rate	Estimated Number	Estimated Amount
Individual Sessions	1 hour	\$57.68	4,375	252,350
Group Counseling Sessions	1.5 hours	\$22.50	13,173	296,393
Drug Tests 5 panel Test cup or Dade Behring Syva 5 panel Test	each test	\$14.00	14,375	<u>201,250</u>
Total Cost / Maximum Amount				<u><u>\$750,000</u></u>

Each contractor will receive specific authorization for contracted services.

Counseling Services of Lake Worth Inc.

416 North Dixie Highway
Lake Worth, FL 33460
Phone: (561) 547-0303
Fax: (561) 547-0050

August 23, 2006

Palm Beach County
Public Safety Department
20 S. Military Tr.
West Palm Beach, FL 33415 Re: 2007 Drug Court Contract

To Whom It May Concern:

Please find attached Drug Court Consultant contract for 2007 for Counseling Services of Lake Worth, Inc. (CSLW) with attachments of requested information. In addition, please note the following information:

1. Article 10 – Insurance

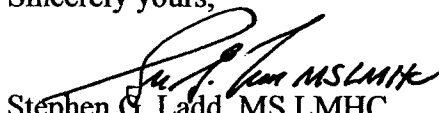
C. Business Automobile Liability: CSLW does not own any vehicle or provide any transportation for any CSLW client.

D. Worker's Compensation Insurance: CSLW has 2 employees at present and is not required to carry worker's compensation coverage per FS 440.02(17). Information is attached.

In the event that the above items require change for CSLW to qualify for the contract, CSLW is ready, willing, and able to do so.

Please feel free to contact me at any time if any additional information is required and/or needed. Thank you for your kind attention to this matter.


Sincerely yours,


Stephen G. Ladd, MS LMHC
Executive Director
Counseling Services of Lake Worth Inc.
E-mail: sladd@cslw.org Web: www.cslw.org

COPY

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID IG COUNS-1	DATE (MM/DD/YYYY) 08/22/06
PRODUCER Van Wagner Group Div. Sterling 21 Maple Ave. Bayshore NY 11706 Phone: 631-666-1588		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Counseling Services of Lake Worth, Inc. 416 North Dixie Highway Lake Worth FL 33460		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Ace American Ins. Co.	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	AHM070959	05/24/06	05/24/07	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 2,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS	OTH- ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		OTHER					
A		Professional Liab	AHM070959	05/24/06	05/24/07	Each Occ.	1,000,000
						Aggregate	3,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS							
Palm Beach County Board of County Commissioners, a political Subdivision of the State of Florida, its Officers, Employees and Agents as additional insured but only as respects to operations performed by the named insured.							

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Public Safety Department Emergency Operation Center 20 S. Military Tr. West Palm Beach FL 33415	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 

COPY



- terminated as a result of a positive drug test?
- Can I post the results of my employees' drug tests?
- Am I responsible for payment for services when my employee participates in an Employee Assistance Program (EAP)?
- How many days does the employee have to re-test the specimen if he or she wishes to contest a positive test result?
- Who pays for the drug test?

Q: Who needs Workers' Compensation coverage?

A:

- If you are in an industry, other than construction, and have four (4) or more employees, full-time or part-time, you are required to carry workers' compensation coverage (an exempted corporate officer does not count as an employee).
- If you are in the construction industry, and have one (1) or more employees (including yourself), you are required to carry workers' compensation coverage (an exempted corporate officer or member of a limited liability company does not count as an employee).
- If you are a state or local government, you are required to carry workers' compensation coverage.
- If you are a farmer, and have more than five (5) regular employees and/or twelve (12) or more other workers for seasonal agricultural labor lasting thirty (30) days or more, you are required to carry workers' compensation coverage.

If you have additional questions, contact the Customer Service Unit at (850)413-1601.

○ Reference: Section 440.02(17), Florida Statutes.

Q: How does an employer obtain workers' compensation insurance?

A: You have several options:

- By purchasing a policy from an insurance agent that represents approved insurance companies.
- From the Joint Underwriting Association (JUA), <http://www.fwcjua.com/locator.asp>
- By qualifying as an individual self-insured; for additional information, contact the Division of Workers' Compensation at (850)413-1798.
- Or, an employer may contract with a professional employer organization (employee leasing) that has secured workers' compensation coverage.
- Reference: Section, 440.02, Florida Statutes

Q: Where do I get a supply of the injury report forms that I am required to complete when one of my employees is injured?

COPIED

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of _____, 2006, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and DRUG TESTING AND COUNSELING SERVICES, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is 20-321-8543.

Whereas the COUNTY requires professional services in the area of drug treatment and testing for participants in its DRUG COURT program and;

Whereas the COUNTY is entering into Contracts with alternate CONSULTANTS to provide such services,


Now therefore, in consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of drug treatment and testing, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

All services desired by the COUNTY hereunder must be specifically authorized in writing by the COUNTY'S representative. The COUNTY'S representative for purposes of authorizing services and coordinating performance shall be the DRUG COURT COORDINATOR (presently Dorrie Tyng) telephone no. (561) 688-4493.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Laurencio Lira, telephone no. (561) 433-0123.

 The maximum amount to be paid by the COUNTY under this contract for all services and materials shall not exceed a total contract amount Three Hundred Seventy Five Thousand Dollars (\$375,000.00).

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on October 1, 2006 and complete all services by September 30, 2007.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. This Contract is one of several similar Contracts for professional services for drug treatment and testing being entered into by the County. The County makes no guarantees whatsoever to any awarded CONSULTANT with respect to any specific amount of work and/or monies as a result hereof.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a

Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors) while on County premises will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's contract with any SBE subcontractor or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The CONSULTANT shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Contract for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the Contract.
- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. **Professional Liability** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made"

form. If coverage is provided on a "claims – made" form, the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract. CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.

- F. **Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.
- G. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:
- Palm Beach County
Public Safety Department
Emergency Operation Center
20 S. Military Tr.
West Palm Beach, FL 33415
- I. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business

Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services. The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 21 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 25 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in the Scope of Work, including

alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Paul W. Milelli, Director
Public Safety Department
20 S. Military Tr.
West Palm Beach, Florida 33415

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the CONSULTANT, notices shall be addressed to:

Laurencio Lira
Drug Testing & Counseling Services
2677 Forest Hill Blvd
West Palm Beach, FL 33406

ARTICLE 27 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 29 - REGULATION; LICENSING REQUIREMENTS

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:

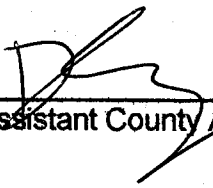
SHARON BOCK, CLERK

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida


BY: _____
Deputy Clerk

BY: _____
Tony Masilotti, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

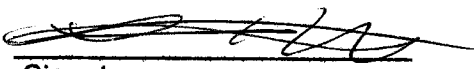
BY:  _____
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS, PUBLIC SAFETY

BY:  _____
Paul W. Mitelli, Director

WITNESS:

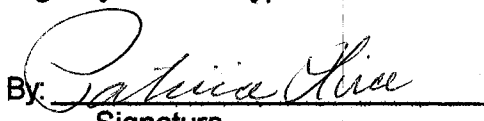
AGENCY:


Signature

LAURENCIO LIRA
Name Typed

20-3218543
Agency's Federal ID Number

DRUG TESTING & COUNSELING SVCS
Agency's Name Typed

By:  _____
Signature

PATRICIA A. LIRA
Agency's Signatory Name Typed

PRESIDENT'S CEO
Agency's Signatory Title Typed

EXHIBIT "A"

SCOPE OF WORK

Background

The Palm Beach County Adult Drug Court program is operational under the management of the Palm Beach County Department of Public Safety, Division of Justice Services and the 15th Judicial Circuit. The program is a cooperative effort between the Board of County Commissioners, Criminal Justice Commission, the Judiciary, State Attorney, Public Defender, Florida Department of Corrections, Palm Beach County Sheriff's Office and contracted community based service providers (the Consultant).

The Palm Beach County Adult Drug Court program is a rehabilitation program designed to identify, case manage, drug test and provide outpatient substance abuse treatment services and inpatient treatment services when necessary, to nonviolent substance abusing defendants.

Responsibilities of Consultant

The Consultant shall provide drug treatment and testing services to program participants referred by the Drug Court in accordance with the American Society of Addictions Medicine (ASAM) placement criteria. The Consultant shall be licensed under Chapter 397, Florida Statutes, Section 65D-30, Florida Administrative Code and by the Department of Children and Families (DCF). The Consultant shall provide the following:

1. Office space in Palm Beach County consisting of the following:

- A. Sufficient space to accommodate treatment groups of up to fifteen (15) participants.
- B. Separate, secure, private office for individual counseling sessions (i.e. multiple offices within the same office complex).
- C. A restroom facility suitable for collecting urine samples from participants and space suitable for a small, locked refrigerator that shall be used only to store urine samples.
- D. Program site(s) accessible to bus routes/public transportation and availability of day and evening sessions suitable for employed participants.

2. Clinicians Minimum Criteria:

- A. The education, training and experience that is required of a "primary counselor" in accordance with Chapter 397, Florida Statutes, Section 65D-30, Florida Administrative Code and licensing by the DCF.
- B. Certified Criminal Justice Addictions Professional (CCJAP) credential preferred or Certified Addictions Professional (CAP) credential or in active pursuit of CCJAP or CAP credential.
- C. Dedicated and committed primarily to this program and its goals.
- D. Qualified clinicians and clinical supervisors shall be familiar with a minimum set of treatment related topics. The topics are Cognitive Behavioral Therapy, Relapse Prevention, Relapse Intervention, HIV Prevention, Cultural Sensitivity and Competence, Community Reinforcement Approach, Dual Diagnosis, Gender Specific Counseling Techniques, Family Therapy, Motivational Therapy and Moral Reconciliation Therapy (MRT).

- E. A minimum of one (1) bi-lingual case manager, who also possesses the above referenced credentials, shall be employed in order to provide services to Spanish speaking participants.

3. Clinical Supervisor Minimum Criteria:

- A. The education, training and experience that is required of a "qualified professional" in accordance with Chapter 397, Florida Statutes, Section 65D-30, Florida Administrative Code, and licensed by DCF;
- B. Licensed Clinical Social Worker (LCSW) or Licensed Mental Health Counselor (LMHC) with CCJAP or CAP credential preferred.
- C. Experience supervising evaluation and case management programs for criminal justice involved substance abusing clients.

4. Treatment Records – The provider shall maintain complete participant treatment records and on site, as outlined in the Alcohol, Drug Abuse and Mental Health (ADM) licensure requirements, including electronic data, as required by law. Progress reports on each participant shall be submitted weekly in a report and/or electronic format acceptable to the Drug Court.

5. Substance Abuse Screening and Assessment – Within fourteen (14) days of application for admission into the program, the Consultant shall complete a written substance abuse assessment. The assessment tool shall address the severity of addiction as well as the participant's strengths, weaknesses, and motivation.

6. Individualized Written Treatment Plan – Within fourteen (14) days of assessment, the Consultant shall develop, together with the program participant, an initial individualized written treatment plan. The treatment provider shall review and update the plan with the participant on a monthly basis.

7. Group Counseling Sessions – The Consultant shall facilitate substance abuse outpatient group counseling sessions to program participants on days and times that are most conducive to successful completion of the program to include evenings and weekends. The duration of each outpatient group counseling session shall last for ninety (90) minutes. Group size shall not exceed fifteen (15) participants. Examples of some modalities include: Cognitive Behavioral Therapy, Relapse Prevention, Relapse Support, Motivational Enhancement Therapy, the Matrix Model and Community Reinforcement Approach.

8. Individual Counseling Sessions – The Consultant shall provide individual counseling sessions to participants. The duration of an individual counseling session shall not be less than sixty (60) minutes. Examples of some of the issues that sessions might address are needs assessment, treatment plans, continuing care plans, stopping illegal substance abuse, impaired functioning, stopping illegal activity, family relationships and social relationships.

9. Random Drug Testing - The Consultant shall conduct drug testing on the participants selected for random drug testing by the Drug Court. The drug(s) to be tested shall also be determined by the Drug Court. The Drug Court shall send through fax the list of selected participants and the drugs to be tested. The Consultant shall submit the test results at the end of the day in a format acceptable to the Drug Court.

The drugs of abuse for which testing is conducted shall include elements such as: cocaine, marijuana, alcohol, opiates, benzodiazepine, amphetamines, propoxyphene or any substance of abuse that a participant may be most likely to use. A qualified same sex staff person shall observe all collections. A written chain of custody shall be used as well.

10. Drug Testing Due to Suspicious Use – The Consultant shall drug test treatment participants who exhibits signs of drug or alcohol use. Results of all drug tests due to suspicious use shall be reported at the end of the day in a format acceptable to the Drug Court.

The drugs of abuse for which testing is conducted shall include elements such as: cocaine, marijuana, alcohol, opiates, benzodiazepine, amphetamines, propoxyphene or any substance of abuse that a participant may be most likely to use. A qualified same sex staff person shall observe all collections. A written chain of custody shall be used as well.

11. Weekly Staffing and Hearing Meetings – Each Consultant shall send a treatment liaison to the weekly staffing and hearing meetings of the Drug Court. The liaisons shall report information about the participants' treatment progress. The information may include treatment recommendations, missed appointments, and drug test results. The information may also be requested in an electronic format.

EXHIBIT "B"

**SCHEDULE OF PAYMENTS AND PROPOSED BUDGET
FOR DRUG TREATMENT AND TESTING FOR ALL CONTRACTED CONSULTANTS**

Service	Unit Type	Billing Rate	Estimated Number	Estimated Amount
Individual Sessions	1 hour	\$57.68	4,375	252,350
Group Counseling Sessions	1.5 hours	\$22.50	13,173	296,393
Drug Tests				
5 panel Test cup or Dade Behring Syva 5 panel Test	each test	\$14.00	14,375	<u>201,250</u>
Total Cost / Maximum Amount				<u>\$750,000</u>

Each contractor will receive specific authorization for contracted services.

SEP 25, 2006 15:30 DTCS

5619673484

Page 2

**Drug Testing & Counseling Services
2677 Forest Hill Blvd., Ste. 102
West Palm Beach, FL 33406
(561) 433-0123 Fax: (561) 967-3484**

**Palm Beach County
Board of County Commissioners
Department of Public Safety
ATTN: Eugene Villanueva, MS, CPA**

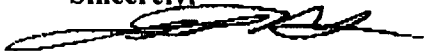
Mr. Villanueva,

This letter is to inform you that we do not transport clients to or from any location.

We do not carry automobile insurance for this purpose.

If we can be of further assistance, please feel free to contact us.

Sincerely,



Laurencio Lira

Northfield Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Named Insured FAMILY HEALTH COUNSELING	Policy Number CP525733 Policy Period That Applies: From <u>04/21/2006</u> To <u>04/21/2007</u>
Changes Effective 04/21/2006	Authorized Representative DAWN M. BELIN
Coverage Parts Affected COMMERCIAL GENERAL LIABILITY	Endorsement Number 03
<p>Changes</p> <p>IN CONSIDERATION OF THE ORIGINAL PREMIUM CHARGED, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE NAMED INSURED IS AMENDED TO READ AS FOLLOWS:</p> <p>FAMILY HEALTH COUNSELING SERVICES/DRUG TESTING & COUNCELING SERVICES.</p> <p>ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.</p> <p>AL 08/09/06</p> <p style="text-align: right;">RECEIVED AUG 24 2006 PUBLIC SAFETY DEPARTMENT</p>	

PREMIUM CALCULATION: (REQUIRED)	
\$ _____ Annual Premium	x <input type="checkbox"/> Pro Rate Factor <input type="checkbox"/> Short Rate Factor or <input type="checkbox"/> Flat Charge
= \$ _____	<input type="checkbox"/> Additional <input type="checkbox"/> Return
TOTAL PREMIUM FOR THIS ENDORSEMENT \$ _____	

D. Belin
Authorized Representative

ACORD TM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
09/25/06

PRODUCER Raney Insurance Services, Inc.
5100 N. Federal Hwy.
Ft. Lauderdale, FL 33308
(954)229-0303

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: NORTHLAND INSURANCE

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED FAMILY HEALTH COUNSLING CENTER, INC.
2677 FOREST HILL BLVD.
WEST PALM BEACH, FL 33406

COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	CP525733	04/21/06	04/21/07	EACH OCCURRENCE
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				1,000,000
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)
						100,000
						MED EXP (Any one person)
						5,000
						PERSONAL & ADV INJURY
						1,000,000
						GENERAL AGGREGATE
						2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG
		<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				1,000,000
		AUTOMOBILE LIABILITY				
		<input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)
		<input type="checkbox"/> ALL OWNED AUTOS				
		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person)
		<input type="checkbox"/> HIRED AUTOS				
		<input type="checkbox"/> NON OWNED AUTOS				BODILY INJURY (Per accident)
						PROPERTY DAMAGE (Per accident)
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT
		<input type="checkbox"/> ANY AUTO				
						OTHER THAN EA ACC
						AUTO ONLY: AGG
		EXCESS LIABILITY				EACH OCCURRENCE
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE
		<input type="checkbox"/> DEDUCTIBLE				
		<input type="checkbox"/> RETENTION				
						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				E.L. EACH ACCIDENT
		ANY PROPRIETOR / PARTNER / EXECUTIV OFFICER / MEMBER EXCLUDED?				E.L. DISEASE - EA EMPLOYEE
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
PALM BEACH COUNTY AND BOARD OF COUNTY COMMISSIONERS IS INCLUDED AS ADDITIONAL INSURED

CERTIFICATE HOLDER

WEST PALM BEACH COUNTY
20 S. MILITARY TRAIL
WEST PALM BEACH, FL 33415

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURED, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

09/27/2006 16:47 954-229-9238

RANEY INS

PAGE 01/01

CERTIFICATE OF LIABILITY INSURANCE

PRODUCER Raney Insurance Services, Inc.
5100 N. Federal Hwy.
Ft. Lauderdale, FL 33308
(954)229-0303

DATE (MM/DD/YY)
09/27/06

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: NORTHLAND INSURANCE
INSURER B: PROFESSIONAL INSURANCE
INSURER C:
INSURER D:
INSURER E:
INSURER F:

NAIC #

INSURED FAMILY HEALTH COUNSLING CENTER, INC.
2677 FOREST HILL BLVD. SUITE 102
WEST PALM BEACH, FL 33406

COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	CP525733	04/21/06	04/21/07	EACH OCCURRENCE 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) 100,000 MED EXP (Any one person) 5,000 PERSONAL & ADV INJURY 1,000,000 GENERAL AGGREGATE 2,000,000 PRODUCTS - COMP/OP AGG 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG EACH OCCURRENCE AGGREGATE
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIV OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC0706118	05/27/06	05/27/07	<input type="checkbox"/> WC STATU- <input type="checkbox"/> OTH- TORY LIMITS ER E.L. EACH ACCIDENT 100,000 E.L. DISEASE - EA EMPLOYEE 100,000 E.L. DISEASE - POLICY LIMIT 500,000
A		professional	CPS525733	04/21/06	04/21/07	2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS						

CERTIFICATE HOLDER

WEST PALM BEACH COUNTY
20 S. MILITARY TRAIL
WEST PALM BEACH, FL 33415

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

09-27-'06 09:44 FROM-PBCDrugCourt

5616884635

T-764 P003/004 F-587

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AequiCap Program Administrators, Inc.

P.O. Box 9088
Fort Lauderdale, FL 33310-9088
Telephone (800) 417-4577 Fax (954) 489-9389

Apr 14, 2006

FAMILY HEALTH COUNSELING CENTER, INC.
2677 FOREST HILL BLVD.

West Palm Beach, FL 33406

RE: Workers' Compensation Policy #: WC07064936

Dear Insured:

As Program Administrator for your Workers Compensation Insurance written through AequiCap Insurance Company, AequiCap Program Administrators, Inc. would like to welcome you as a policy holder. Enclosed, please find the following:

- 1) Your Workers Compensation policy documents
- 2) A Workers Compensation poster for display in your workplace
- 3) Claims reporting information

At AequiCap Program Administrators, Inc., we appreciate and value your business. In addition, as the administrator for your Workers Compensation Insurance program, we offer free loss control consultative services. Please contact us if you would like to arrange a visit from a loss control representative.

Should you ever need to report a claim, please call the below listed number to speak with a claims representative.

TOLL FREE CLAIMS REPORTING (800) 276-2300

In addition, we would like to remind you that it is required you submit your State Unemployment Tax reports to us each quarter. If desired, these may be faxed to 954-489-9389. Please reference your policy number on your submission.

If you have any questions, please feel free to contact your agent or our office.

Sincerely,

Dawn Duxbury, ARM
Vice President, Workers Compensation

cc: BUSINESS RISK SERVICES OF IN (ROSSV)
731 CRESTRIDGE DRIVE
ROSSVILLE, GA 30741
706-858-6651

Sep. 26. 2006 2:38PM PUBLIC SAFETY

No. 8775 P. 3

Northfield Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Named Insured FAMILY HEALTH COUNSELING	Policy Number CP525733 Policy Period That Applies: From 04/21/2006 To 04/21/2007
Changes Effective 04/21/2006	Authorized Representative DAWN M. BELIN
Coverage Parts Affected COMMERCIAL GENERAL LIABILITY	Endorsement Number 03
<p>Changes</p> <p>IN CONSIDERATION OF THE ORIGINAL PREMIUM CHARGED, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE NAMED INSURED IS AMENDED TO READ AS FOLLOWS:</p> <p>FAMILY HEALTH COUNSELING SERVICES/DRUG TESTING & COUNSELING SERVICES.</p> <p>ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.</p> <p>AL 08/09/06</p>	

PREMIUM CALCULATION: (REQUIRED)	
\$ _____ x _____ = \$ _____	
Annual Premium	<input type="checkbox"/> Pro Rate Factor <input type="checkbox"/> Additional <input type="checkbox"/> Return
	<input type="checkbox"/> Short Rate Factor
	or
<input type="checkbox"/> Flat Charge	= \$ _____
TOTAL PREMIUM FOR THIS ENDORSEMENT \$ _____	

S101-IL (3/04)


Authorized Representative

AUG 17, 2006 12:39 RANEY INSURANCE

954 229 9230

Page 2

Sep. 26, 2006 2:38PM PUBLIC SAFETY
09/20/2006 17:06 954-229-9238

RANEY INS

No. 8775 P. 4
PAGE 02/02

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
09/25/06

PRODUCER Raney Insurance Services, Inc.
5100 N. Federal Hwy.
Ft. Lauderdale, FL 33308
(954)229-0303

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE
INSURER A: NORTHLAND INSURANCE
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

NAIC #

INSURED FAMILY HEALTH COUNSLING CENTER, INC.
2677 FOREST HILL BLVD.
WEST PALM BEACH, FL 33406

COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	CP525733	04/21/06	04/21/07	EACH OCCURRENCE
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)
		<input type="checkbox"/>				PERSONAL & ADV INJURY
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE
		<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)
		<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT
		<input type="checkbox"/> NON OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC AGG
		GARAGE LIABILITY				EACH OCCURRENCE
		<input type="checkbox"/> ANY AUTO				AGGREGATE
		EXCESS LIABILITY				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				E.L. EACH ACCIDENT
		<input type="checkbox"/> DEDUCTIBLE				E.L. DISEASE - EA EMPLOYEE
		<input type="checkbox"/> RETENTION				E.L. DISEASE - POLICY LIMIT
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
		ANY PROPRIETOR / PARTNER / EXECUTIV OFFICER / MEMBER EXCLUDED?				
		If yes, describe under SPECIAL PROVISIONS below				
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
PALM BEACH COUNTY AND BOARD OF COUNTY COMMISSIONERS IS INCLUDED AS ADDITIONAL INSURED

CERTIFICATE HOLDER

WEST PALM BEACH COUNTY
20 S. MILITARY TRAIL
WEST PALM BEACH, FL 33415

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Sep.26. 2006 2:38PM PUBLIC SAFETY
SEP 25,2006 14:55 DTCS

5619673484

No.8775 P. 5

Page 3



COMMERCIAL PROFESSIONAL LIABILITY
COVERAGE PART DECLARATIONS

Policy No: CP525733

An American Company

12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS

Effective Date: 04/21/06

NAMED INSURED: FAMILY HEALTH COUNSELING

LIMITS OF INSURANCE

Aggregate Limit \$ 1,000,000
Each Occurrence Limit \$ 1,000,000

RETROACTIVE DATE (FOR CLAIMS MADE COVERAGE ONLY)

This insurance does not apply to injury caused by a wrongful act which was committed before the Retroactive Date, if any shown here: NONE

(Enter Date or "None" if no Retroactive Date applies)

BUSINESS INFORMATION

Form of Business: ☐ Individual ☐ Joint Venture ☐ Partnership ☐ Limited Liability Company
☒ Organization (Other than Partnership, Joint Venture or Limited Liability Company)

Location(s) (Including Zip Code) of All Premises you Own, Rent or Occupy (Enter "Same" if same location as your mailing address):

2677 FOREST HILL BLVD
WEST PALM BEACH, FL 33406

PREMIUM

Classification	Code No.	Premium Basis	Rate	Advance Premium
SOCIAL SERVICE	4442604	T)10	1.00	\$ 1000MP

Total Advance Premium: 1000MP

FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in this policy)

Forms and endorsements applying to this Coverage Part and made a part of this policy at time of issue:

SEE FORM N 2500 ATTACHED

* Entry optional if shown in Common Policy Declarations

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF. COMPLETE THE ABOVE NUMBERED POLICY

Includes copyrighted material of Insurance Services Office, Inc., with its permission. Copyright, Insurance Services Office, Inc., 1905

S&D-PI. (8/99)

KCLARK

Sep.26. 2006 2:38PM PUBLIC SAFETY
SEP 25,2006 14:55 DTCS

5619673484

No.8775 P. 6

Page 2

AequiCap Program Administrators, Inc.

P.O. Box 9088
Fort Lauderdale, FL 33310-9088
Telephone (800) 417-4577 Fax (954) 489-9389

Apr 14, 2006

FAMILY HEALTH COUNSELING CENTER, INC.
2677 FOREST HILL BLVD.

West Palm Beach, FL 33406

RE: Workers' Compensation Policy #: WC07064936

Dear Insured:

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- 1) Your Workers Compensation policy documents
- 2) A Workers Compensation poster for display in your workplace
- 3) Claims reporting Information

At AequiCap Program Administrators, Inc., we appreciate and value your business. In addition, as the administrator for your Workers Compensation Insurance program, we offer free loss control consultative services. Please contact us if you would like to arrange a visit from a loss control representative.

Should you ever need to report a claim, please call the below listed number to speak with a claims representative.

TOLL FREE CLAIMS REPORTING (800) 276-2300

In addition, we would like to remind you that it is required you submit your State Unemployment Tax reports to us each quarter. If desired, these may be faxed to 954-489-9389. Please reference your policy number on your submission.

If you have any questions, please feel free to contact your agent or our office.

Sincerely,

Dawn Duxbury, ARM
Vice President, Workers Compensation

cc: BUSINESS RISK SERVICES OF IN (ROSSV)
731 CRESTRIDGE DRIVE
ROSSVILLE, GA 30741
706-858-6651

Sep.26. 2006 2:38PM PUBLIC SAFETY
SEP 25, 2006 15:30 DTCS

5619673484

No.8775 P. 2

Page 2

**Drug Testing & Counseling Services
2677 Forest Hill Blvd., Ste. 102
West Palm Beach, FL 33406
(561) 433-0123 Fax: (561) 967-3484**

**Palm Beach County
Board of County Commissioners
Department of Public Safety
ATTN: Eugene Villanueva, MS, CPA**

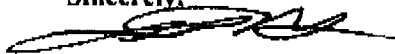
Mr. Villanueva,

This letter is to inform you that we do not transport clients to or from any location.

We do not carry automobile insurance for this purpose.

If we can be of further assistance, please feel free to contact us.

Sincerely,



Laurencio Lira

Sep. 27. 2006. 4:09PM PUBLIC SAFETY

RANEY INS

No. 8787 P. 3. 01/01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
09/27/08

PRODUCER Raney Insurance Services, Inc.
5100 N. Federal Hwy.
Ft. Lauderdale, FL 33308
(954)229-0303

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED FAMILY HEALTH COUNSLING CENTER, INC.
2677 FOREST HILL BLVD. SUITE 102
WEST PALM BEACH, FL 33406

INSURERS AFFORDING COVERAGE
INSURER A: NORTHLAND INSURANCE
INSURER B: PROFESSIONAL INSURANCE
INSURER C:
INSURER D:
INSURER E:
INSURER F:

NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ASSOCIATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	CP525733	04/21/06	04/21/07	EACH OCCURRENCE 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) 100,000
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) 5,000
		<input type="checkbox"/>				PERSONAL & ADV INJURY 1,000,000
		<input type="checkbox"/>				GENERAL AGGREGATE 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:			PRODUCTS - COMP/OP AGG 1,000,000	
		<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
		AUTOMOBILE LIABILITY				
		<input type="checkbox"/> ANY AUTO				
		<input type="checkbox"/> ALL OWNED AUTOS				
	<input type="checkbox"/> SCHEDULED AUTOS					
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON OWNED AUTOS					
	<input type="checkbox"/>					
	<input type="checkbox"/>					
	GARAGE LIABILITY					
	<input type="checkbox"/> ANY AUTO					
	<input type="checkbox"/>					
	EXCESS LIABILITY					
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					
	<input type="checkbox"/>					
	<input type="checkbox"/> DEDUCTIBLE					
	<input type="checkbox"/> RETENTION					
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	wc0706118	05/27/06	05/27/07	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR / PARTNER / EXECUTIV OFFICER / MEMBER EXCLUDED?				E.L. EACH ACCIDENT 100,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE 100,000
		OTHER				E.L. DISEASE - POLICY LIMIT 500,000
		professional				
A			CPS625733	04/21/06	04/21/07	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS						2,000,000

CERTIFICATE HOLDER

WEST PALM BEACH COUNTY
20 S. MILITARY TRAIL
WEST PALM BEACH, FL 33415

ACORD 25 (2001/08)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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