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

Agenda Item #:

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October	17, 2006	[X] []	Consent Ordinance	[]	Regular Public Hearing
Department Submitted By:	PUBLIC	SAFETY			
Submitted For:	Judicial	Services I	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

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Recommended I	by: <u>Value</u> Department Director	Date	
	1 Lab		
Approved by:	Muy Honvento	192/06	
- T	Assistant County Administrator	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	750,000				
External Revenues	(252,811)				
Program Income (County) In-Kind Match (County)	(100,000)				
Net Fiscal Impact	397,189				
# ADDITIONAL FTE POSITIONS (Cumulative)			·		
Is Item Included In FY 2007Bu Budget Account No.: Fund 000 Revenue Source Codes: 000	1 Department <u>66</u>	0 Unit 5240	- Object <u>3401</u> RSRC 3129	Program	90
 B. Recommended Sources of F Funding for drug treatment ar (\$149,000); Byrne Grant (\$103,8 AdValorem (\$397,189). C. Departmental Fiscal Review 	nd testing services v 11) and \$20 weekly	vill be provid	ed by the Drug participants (\$		
	III. <u>REVIEW C</u>	<u>OMMENTS</u>			
A. OFMB Fiscal and/or Contra	act Dev. and Cont	rol Comment	s:		
OFMB B. Legal Sufficiency: Assistant County Attorn	-0 6	Am J ct Administr These with Negvine Jhe	ation Contrai or ments. y are effected		06 ply that the true ps.
C. Other Department Revie	ew:				

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 <u>DRUG_ABUSE FOUNDATION</u>, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is <u>237074625</u>.

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 <u>Alton Taylor</u>, 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. <u>Final Invoice</u>: In order for both parties herein to close their books and records, the CONSULTANT will clearly state <u>"final invoice"</u> 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 truthin-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 <u>not</u> 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. <u>Commercial General Liability</u> 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. <u>Business Automobile Liability</u> CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, nonowned 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. <u>Worker's Compensation Insurance & Employers Liability</u> 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. <u>Professional Liability</u> 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. <u>Additional Insured</u> 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 "<u>Palm Beach County Board of County</u> <u>Commissioners, a Political Subdivision of the State of Florida, its Officers,</u> <u>Employees and Agents</u>." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.
- G. <u>Waiver of Subrogation</u> 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. <u>Certificate(s) of Insurance</u> 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. <u>Umbrella or Excess Liability</u> 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. <u>**Right to Review</u>** 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.</u>

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 – <u>REGULATION; LICENSING REQUIREMENTS</u>

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

BY:

Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFLETENCY BY:

Assistant County Attorney

WITNESS:

Signature

DORRIE YNG 1

Name Typed

23 707 4625 Agency's Federal ID Number

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

BY: Tony Masilotti, Chair

APPROVED AS TO TERMS AND CONDITIONS, PUBLIC SAFETY

BY Paul W. Milelli, Director

AGENCY:

DRUG ABUSE FOUNDATION Agency's Name Type

By

Agency's Signatory Name

Agency's Signatory Title Typed

13

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 et 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 abusethat 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	201,250
Total Cost / Maximum Amount				\$750,000

Each contractor will receive specific authorization for contracted services.

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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.

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CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the <u>10</u> day of <u>10</u>, 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 <u>COMPREHENSIVE</u> <u>ALCOHOLISM REHABILITATION PROGRAMS, INC.(CARP) with offices at 5410 East</u> <u>Avenue, West Palm Beach, Florida 33402</u>, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is <u>59-1447364</u>.

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 <u>Robert P. Bozzone, Executive Director</u>, telephone no. <u>(561) 844-6400 ext 220</u>.

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).

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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. <u>Final Invoice</u>: In order for both parties herein to close their books and records, the CONSULTANT will clearly state <u>"final invoice"</u> 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 truthin-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 <u>not</u> 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. <u>Commercial General Liability</u> 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. <u>Business Automobile Liability</u> CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, nonowned 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. <u>Worker's Compensation Insurance & Employers Liability</u> 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. <u>Additional Insured</u> 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 "<u>Palm Beach County Board of County</u> <u>Commissioners, a Political Subdivision of the State of Florida, its Officers,</u> <u>Employees and Agents</u>." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.
- G. <u>Waiver of Subrogation</u> 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. <u>Certificate(s) of Insurance</u> 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. <u>Umbrella or Excess Liability</u> 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. <u>**Right to Review**</u> 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 – <u>REGULATION; LICENSING REQUIREMENTS</u></u>

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY: Assistant County Attorney

WITNESS:

nature

DORRIE TYNG

Name Typed

<u>59-1447364</u> Agency's Federal ID Number BY: _____ Tony Masilotti, Chair

APPROVED AS TO TERMS AND CONDITIONS, PUBLIC SAFETY

BY Paul W. Milelli, Director

AGENCY:

<u>CARP, INC</u> Agency's Name Typed

By: Signature

Robert. P. Bozzowe 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 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 abusethat 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	201,250	

Total Cost / Maximum Amount

\$750,000

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Each contractor will receive specific authorization for contracted services.

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CERTIFICATE HOLDER

CANCELLATION

FOR INFORMATION PURPOSES ONLY

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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 <u>COUNSELING SERVICES of Lake Worth, Inc., with offices at 416 North Dixie Highway, Lake Worth, FL 33460</u>, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is <u>20-0637672</u>.

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 <u>Stephen G. Ladd</u>, telephone no. <u>(561) 547-0303</u>.

(Sol)

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. <u>Final Invoice</u>: In order for both parties herein to close their books and records, the CONSULTANT will clearly state <u>"final invoice"</u> 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 truthin-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 <u>not</u> 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. <u>Commercial General Liability</u> 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. <u>Business Automobile Liability</u> CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, nonowned 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. <u>Worker's Compensation Insurance & Employers Liability</u> 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. <u>Additional Insured</u> 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 "<u>Palm Beach County Board of County</u> <u>Commissioners, a Political Subdivision of the State of Florida, its Officers,</u> <u>Employees and Agents</u>." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.
- G. <u>Waiver of Subrogation</u> 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. <u>Certificate(s) of Insurance</u> 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

1. <u>Umbrella or Excess Liability</u> 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

6

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

<u>Right to Review</u> 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

J.

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 – <u>REGULATION; LICENSING REQUIREMENTS</u>

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

BY:

Deputy Clerk

cputy Cicik

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY: Assistant County Attorney

WITNESS:

ignature

DORRIE TYNG

20-0637672-

Agency's Federal ID Number

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

BY: _____ Tony Masilotti, Chair

APPROVED AS TO TERMS AND CONDITIONS, PUBLIC SAFETY

RY Paul W. Milelli, Director

AGENCY:

COUNSELING SERVICES OF LAKE WORTH, INC.

Agency's Name Typed MSLMHC B۱ Cicles 1 ature

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 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 abusethat 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	201,250
Total Cost / Maximum Amount				\$750,000

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 do so.

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

Sincerely yours,

M MSLMHE Stephen C. Ladd, MS LMHC

Executive Director Counseling Services of Lake Worth Inc. E-mail: <u>sladd@cslw.org</u> Web: www.cslw.org



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	insured but only as respects to operations performed by the named insured.										
							1				
	-			·····							
CERTIFICATE HOLDER CANCELLAT											
Palm Deceb Structure				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION							
Palm Beach County Public Safety Department			1	DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN							
Emergency Operation Center			NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL								
20 S. Military Tr.			IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR								
		W	lest Palm Beach FL	33415	REPRESENTATIVES.						
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FL Workers' Comp - FAQ For Employers

Page 2 of 7

terminated as a result of a positive drug test?

o 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.
- o 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?

8/22/2006

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 <u>DRUG TESTING AND</u> <u>COUNSELING SERVICES</u>, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is <u>20+321-8543</u>.

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. <u>Final Invoice</u>: In order for both parties herein to close their books and records, the CONSULTANT will clearly state <u>"final invoice"</u> 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 truthin-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 <u>not</u> 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 IO - 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. <u>Commercial General Liability</u> 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, nonowned 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. <u>Worker's Compensation Insurance & Employers Liability</u> 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. <u>Additional Insured</u> 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. <u>Waiver of Subrogation</u> 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. <u>Certificate(s) of Insurance</u> 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

1. <u>Umbrella or Excess Liability</u> 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 "<u>Additional Insured</u>" 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. <u>**Right to Review**</u> 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:

BY

SHARON BOCK, CLERK

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

BY: **Deputy Clerk**

LEGAL SUFFICIENCY

stant C

BY: Tony Masilotti, Chair

APPROVED AS TO TERMS AND CONDITIONS, PUBLIC SAFETY

BY

Paul W. Milelli, Director

AGENCY:

Signature

APPROVED AS TO FORM AND

Attorney

LAVIZ EN Name Typed

WITNESS:

<u> ろの-3218 543</u> Agency's Federal ID Number

DRUGTESTING & COUNSELING SVCS Agency's Name Typed

By: Signature

tricia A gency's Signatory Name Typed

<u>PRESIDENTS</u> <u>CEO</u> Agency's Signatory Title Typed

13

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 abusethat 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	201,250
Total Cost / Maximum Amount			1	\$750,000

Each contractor will receive specific authorization for contracted services.

SEP 25,2006 15:30 DTCS

5619673484

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, and the

Laurencio Lira

Page 2

08/17/2006 13:32 954-229-9238

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PAGE 03/03

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Northfield Insurance Company

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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 SHACL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

PAGE 01/01

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20 S. MILITARY TRAIL WEST PALM BEACH, FL 33415 ; **:** ` ACORD 25 (2001/08)

WEST PALM BEACH COUNTY

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

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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 tieu 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, not does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD 25 (2001/08)

SEP 25,2006 14:55 DTCS

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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., 1985

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SEP 25,2006 14:55 DTCS

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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) 275-2300

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 Page 2

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

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* Entry optional if shown in Common Policy Declarations

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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:

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

At AcquiCap 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 PU SEP 25,2006 15:30 DTCS

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Page 2

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

Paim 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

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