

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary Of Fiscal Impact:

Fiscal Year	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>75,000</u>	_____	_____	_____	_____
External Revenues	<u><75,000></u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	_____	_____	_____	_____
POSITIONS (Cumulative)	<u>0</u>	_____	_____	_____	_____

Is Item In Current Budget? Yes X No _____

Budget Account No: Fund 0001 Agency 762 Org 7641 /7679 Object 3401

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

Funding is included in the Proposed FY 2008 Budget
 Drug Abuse Trust Fund \$ 25,000
 FEDERAL Justice Assistance Grant (JAG) \$50,000

C. Departmental Fiscal Review: mg

III. REVIEW COMMENTS

A. OFMB Fiscal And/Or Contract Development and Control Comments:

Jan 2010 10/4/07
 OFMB vg
9/20

10/5/07 Contract Development & Control
10/12/07
 These contracts comply with our review requirements. At the time of our review, CSC was in the process of obtaining insurance certification.

B. Legal Sufficiency:

See CDC comment

[Signature]
 Assistant County Attorney Dawn Wynn

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

THIS CONTRACT is made as of the First day of October, 2007, 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 Professional Training Association Corporation (PTA), a corporation, authorized to do business in the State of Florida, hereinafter referred to as the SERVICE PROVIDER, whose Federal I.D. number is 65-1053847.

In consideration of the mutual promises contained herein, the COUNTY and the SERVICE PROVIDER agree as follows:

ARTICLE 1 - SERVICES

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

The COUNTY'S representative/liaison during the performance of this Contract shall be Michael L. Rodriguez, telephone number (561) 355-4943.

The SERVICE PROVIDER'S representative/liaison during the performance of this Contract shall be Mitchell Wallick, telephone number (561) 494-0866.

ARTICLE 2 - SCHEDULE

The SERVICE PROVIDER shall commence services on October 1, 2007 and complete all services by September 30, 2008.

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

ARTICLE 3 - PAYMENTS TO SERVICE PROVIDER

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of twenty-five thousand Dollars (\$25,000.00). The SERVICE PROVIDER shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The SERVICE PROVIDER 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. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the SERVICE PROVIDER 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. "Out-of-pocket" expenses are not permissible under this Contract.
- D. Final Invoice: In order for both parties herein to close their books and records, the SERVICE PROVIDER will clearly state "final invoice" on the SERVICE PROVIDER'S final/last billing to the COUNTY. This shall constitute SERVICE PROVIDER'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 SERVICE PROVIDER.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the SERVICE PROVIDER shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the SERVICE PROVIDER'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 SERVICE PROVIDER 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 SERVICE PROVIDER. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the SERVICE PROVIDER. Unless the SERVICE PROVIDER is in breach of this Contract, the SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER'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 SERVICE PROVIDER warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the SERVICE PROVIDER'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 SERVICE PROVIDER is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER shall provide the COUNTY with a copy of the SERVICE PROVIDER's contract with any SBE subcontractor or any other related documentation upon request.

The SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER. The SERVICE PROVIDER shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the SERVICE PROVIDER authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The SERVICE PROVIDER 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 years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. SERVICE PROVIDER 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. SERVICE PROVIDER 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 SERVICE PROVIDER are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by SERVICE PROVIDER under the Contract.
- B. **Commercial General Liability** SERVICE PROVIDER 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. SERVICE PROVIDER shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** SERVICE PROVIDER shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned and hired automobiles. In the event SERVICE PROVIDER doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing SERVICE PROVIDER 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. SERVICE PROVIDER shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** SERVICE PROVIDER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. SERVICE PROVIDER shall provide this coverage on a primary basis.
- E. **Professional Liability** SERVICE PROVIDER shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Per Occurrence. 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 SERVICE PROVIDER'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, SERVICE PROVIDER 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, SERVICE PROVIDER shall purchase a SERP with a minimum reporting period not less than 3 years. SERVICE PROVIDER shall provide this coverage on a primary basis.

E. **Additional Insured** SERVICE PROVIDER 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." SERVICE PROVIDER shall provide the Additional Insured endorsements coverage on a primary basis.

F. **Waiver of Subrogation** SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER enter into such an agreement on a pre-loss basis.

H. **Certificate(s) of Insurance** Prior to execution of this Contract, SERVICE PROVIDER 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
c/o Michael L. Rodriguez, Executive Director
Criminal Justice Commission
301 North Olive Avenue, Suite 1001
West Palm Beach, Florida 33401

I. **Umbrella or Excess Liability** If necessary, SERVICE PROVIDER may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability

provides coverage on a "Follow-Form" basis.

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

ARTICLE 11 - INDEMNIFICATION

SERVICE PROVIDER 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 SERVICE PROVIDER.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER.

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 SERVICE PROVIDER 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 SERVICE PROVIDER further represents that no person having any such conflict of interest shall be employed for said performance of services.

The SERVICE PROVIDER 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 SERVICE PROVIDER'S judgment 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 SERVICE PROVIDER 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 SERVICE PROVIDER. The COUNTY agrees to notify the SERVICE PROVIDER of its opinion by certified mail within thirty (30) days of receipt of notification by the SERVICE PROVIDER. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the SERVICE PROVIDER, the COUNTY shall so state in the notification and the SERVICE PROVIDER 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 SERVICE PROVIDER under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the SERVICE PROVIDER'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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER'S sole direction, supervision, and control. The SERVICE PROVIDER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the SERVICE PROVIDER'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 SERVICE PROVIDER does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER 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 SERVICE PROVIDER, 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 SERVICE PROVIDER 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 SERVICE PROVIDER'S place of business.

ARTICLE 21 - NONDISCRIMINATION

The SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the SERVICE PROVIDER of the COUNTY'S notification of a contemplated change, the SERVICE PROVIDER 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 SERVICE PROVIDER'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the SERVICE PROVIDER 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 SERVICE PROVIDER shall not commence work on any such change until such written amendment is signed by the SERVICE PROVIDER 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:

Michael L. Rodriguez, Executive Director
Criminal Justice Commission
301 North Olive Avenue, Suite 1001
West Palm Beach, Florida 33401

With copy to:

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

If sent to the SERVICE PROVIDER, notices shall be addressed to:

Mitchell E. Wallick, PhD, CAP
Professional Training Association Corporation
321 Northlake Boulevard, Suite 102
North Palm Beach, Florida 33408-5422

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the SERVICE PROVIDER 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 28 - CRIMINAL HISTORY RECORDS CHECK

The SERVICE PROVIDER shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if SERVICE PROVIDER'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The SERVICE PROVIDER 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 SERVICE PROVIDER shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS:

The SERVICE PROVIDER shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. SERVICE PROVIDER 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 SERVICE PROVIDER has hereunto set its hand the day and year above written.

ATTEST:
Sharon R. Bock, Clerk & Comptroller

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

WITNESSES:

**PROFESSIONAL TRAINING
ASSOCIATION CORPORATION:**

Signature

By: _____
Mitchell E. Wallick, PhD
Executive Director

Name (type or print)

Signature

Name (type or print)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
County Attorney

By: _____
Michael L. Rodriguez
Executive Director

SCOPE OF WORK

Authorization and tracking procedure:

Community Justice Service Center (CJSC) staff from both the West Palm Beach site and Westgate site will initially screen clients and authorize treatment services at Professional Training Association (PTA). Community Justice Service Center staff in consultation with Professional Training Association's professional staff will assign an appropriate level of care in accordance with the American Society of Addiction Medicine Placement Criteria.

An authorization form will be faxed to Professional Training Association by Community Justice Service Center staff to establish and document the formal referral. Professional Training Association will assess the client and provide communication regarding the outcome of the referral and assessment to Community Justice Service Center staff. The correspondence will include specific information concerning the recommendation for treatment services.

Professional Training Association shall provide a monthly progress report on each client referred by Community Justice Service Center staff. The client will sign this report. In addition, the client signs an attendance sheet indicating that he/she has received the services for a specific date. Additional reports will be provided as requested by the Community Justice Service Center staff and/or its representative. Additionally, upon discharge, Professional Training Association shall notify the Community Justice Service Center staff of the completion status of the client.

In addition, where requested, Professional Training Association staff will appear before Community Justice Service Center, participate in treatment and planning meetings of the Community Justice Service Center staff and otherwise cooperate and provide necessary services, which are required for comprehensive case management.

The following Continuum of Services is offered by Professional Training Association and will be made available to Community Justice Service Center clients as required and appropriate:

ASSESSMENT:

1. Every client will receive an in depth substance abuse/chemical dependency focused clinical evaluation resulting in a full psychosocial history. This assessment will be used to help determine the recommended level of care.
 2. Assessment summary will be sent to Community Justice Service Center staff within 24 hours of completion.
 3. Community Justice Service Center staff will approve, disapprove or suggest changes in level of care.
- Intensive Clinical Services. This level is designed to support patients living in halfway house setting or other sober living environment.
 1. Twenty (20) therapeutic group counseling sessions per week
 2. Two (2) individual counseling sessions per week
 3. Five (5) group acupuncture treatments per week
 - Intensive Outpatient Treatment – Individual Session. This level is designed for patients who are transitioning back to employment and/or independent living. Patients at this level are required to have a minimum of thirty days sobriety and consistent employment.
 1. One (1) individual counseling session per week
 - Intensive Outpatient Treatment – Group Session. This level is designed for patients who require a minimum of support and/or follow-up care. Participation at this level is determined by individual treatment plans according to need.
 2. Three (3) group counseling sessions per week
 - On-Site Psycho Educational Group. Designed to provide group sessions to on-site clients.
 1. Relapse Prevention
 2. Recovery Group
 3. Counseling Group
 - Group Acupuncture. Designed to provide acupuncture treatment to on-site clients.

Additional Services as Required:

1. Psychiatric Assessment for diagnosis and need for psychotropic medication.
2. Psychiatric follow-up to adjust and monitor medication effectiveness.

All services are and caseloads are provided in accordance with Florida Regulations 65-D-30.

COST OF SERVICES

1. General Conditions

The Professional Training Association shall provide access to all agency treatment services to individuals referred by Community Justice Service Center staff.

- All services shall be provided based on the individual's treatment needs in the most appropriate services and least restrictive modality of treatment.
- The cost of services shall be as outlined in the cost of services schedule outlined in #2 below.
- Professional Training Association will provide a monthly invoice to the contractor identifying each client referred and every service provided to the client and his/her family under this contract. The client, verifying the receipt of these services, shall sign each invoice.
- Access to all licenses Professional Training Association within the treatment service Continuum of Professional Training Association shall be made available to clients referred under this contract.

Exhibit "B"

2. Cost of Services Schedule

Service	Unit	Unit Cost	Length	Maximum Client Cost
Intensive Clinical Services	Per client per day	\$100.00	not to exceed 60 days	\$6,000
Intensive Outpatient Treatment – Individual Session	Per client per session	\$65.00	not to exceed 120 days	\$7,800
Intensive Outpatient Treatment – Group Session	Per client per group	\$35.50	not to exceed 120 days	\$4,260
Medical Psychiatric Assessment	One hour assessment per client	\$183.75	One, 1 hour assessment	N/A
Medical Psychiatric Follow-up	One hour per week, as needed	\$47.25	Not to exceed 24 weeks	\$1134.00
Group Acupuncture	One hour session	\$120.00 Per Group Session	Not to exceed 150 sessions	N/A
On-Site Psycho Educational Group Counseling	Two hour sessions	\$115.00 Per Group Session	Not to exceed 150 sessions	N/A
Assessment	One hour assessment per client, as needed	\$50.00	Not to exceed one hour	N/A

PTA TOTAL - \$25,000.00

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

THIS CONTRACT is made as of the First day of October, 2007, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Comprehensive Alcoholism Rehabilitation Programs, Inc., a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the SERVICE PROVIDER, whose Federal I.D. is 59-1447364.

In consideration of the mutual promises contained herein, the COUNTY and the SERVICE PROVIDER agree as follows:

ARTICLE 1 - SERVICES

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

The COUNTY'S representative/liaison during the performance of this Contract shall be Michael L. Rodriguez, telephone number (561) 355-4943.

The SERVICE PROVIDER'S representative/liaison during the performance of this Contract shall be Robert Bozzone, telephone number (561) 844-6400.

ARTICLE 2 - SCHEDULE

The SERVICE PROVIDER shall commence services on October 1, 2007 and complete all services by September 30, 2008.

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

ARTICLE 3 - PAYMENTS TO SERVICE PROVIDER

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of fifty thousand dollars (\$50,000.00). The SERVICE PROVIDER shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The SERVICE PROVIDER 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. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the SERVICE PROVIDER 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. "Out-of-pocket" expenses are not permissible under this Contract.
- D. Final Invoice: In order for both parties herein to close their books and records, the SERVICE PROVIDER will clearly state "final invoice" on the SERVICE PROVIDER'S final/last billing to the COUNTY. This shall constitute SERVICE PROVIDER'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 SERVICE PROVIDER.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the SERVICE PROVIDER shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the SERVICE PROVIDER'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 SERVICE PROVIDER 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 SERVICE PROVIDER. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the SERVICE PROVIDER. Unless the SERVICE PROVIDER is in breach of this Contract, the SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER'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 SERVICE PROVIDER warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the SERVICE PROVIDER'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 SERVICE PROVIDER is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER shall provide the COUNTY with a copy of the SERVICE PROVIDER's contract with any SBE subcontractor or any other related documentation upon request.

The SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER. The SERVICE PROVIDER shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the SERVICE PROVIDER authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The SERVICE PROVIDER 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 years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. SERVICE PROVIDER 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. SERVICE PROVIDER 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 SERVICE PROVIDER are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by SERVICE PROVIDER under the Contract.
- B. **Commercial General Liability** SERVICE PROVIDER 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. SERVICE PROVIDER shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** SERVICE PROVIDER shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned and hired automobiles. In the event SERVICE PROVIDER doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing SERVICE PROVIDER 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. SERVICE PROVIDER shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** SERVICE PROVIDER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. SERVICE PROVIDER shall provide this coverage on a primary basis.
- E. **Professional Liability** SERVICE PROVIDER shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Per Occurrence. 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 SERVICE PROVIDER'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, SERVICE PROVIDER 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, SERVICE PROVIDER shall purchase a SERP with a minimum reporting period not less than 3 years. SERVICE PROVIDER shall provide this coverage on a primary basis.

- E. **Additional Insured** SERVICE PROVIDER 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." SERVICE PROVIDER shall provide the Additional Insured endorsements coverage on a primary basis.
- F. **Waiver of Subrogation** SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, SERVICE PROVIDER 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
c/o Michael L. Rodriguez, Executive Director
Criminal Justice Commission
301 North Olive Avenue, Suite 1001
West Palm Beach, Florida 33401

- I. **Umbrella or Excess Liability** If necessary, SERVICE PROVIDER may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

SERVICE PROVIDER 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 SERVICE PROVIDER.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER.

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 SERVICE PROVIDER 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 SERVICE PROVIDER further represents that no person having any such conflict of interest shall be employed for said performance of services.

The SERVICE PROVIDER 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 SERVICE PROVIDER'S judgment 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 SERVICE PROVIDER 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 SERVICE PROVIDER. The COUNTY agrees to notify the SERVICE PROVIDER of its opinion by certified mail within thirty (30) days of receipt of notification by the SERVICE PROVIDER. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the SERVICE PROVIDER, the COUNTY shall so state in the notification and the SERVICE PROVIDER 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 SERVICE PROVIDER under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the SERVICE PROVIDER'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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER'S sole direction, supervision, and control. The SERVICE PROVIDER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the SERVICE PROVIDER'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 SERVICE PROVIDER does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER 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 SERVICE PROVIDER, 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 SERVICE PROVIDER 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 SERVICE PROVIDER'S place of business.

ARTICLE 21 - NONDISCRIMINATION

The SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the SERVICE PROVIDER of the COUNTY'S notification of a contemplated change, the SERVICE PROVIDER 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 SERVICE PROVIDER'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the SERVICE PROVIDER 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 SERVICE PROVIDER shall not commence work on any such change until such written amendment is signed by the SERVICE PROVIDER 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:

Michael L. Rodriguez, Executive Director
Criminal Justice Commission
301 North Olive Avenue, Suite 1001
West Palm Beach, Florida 33401

With copy to:

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

If sent to the SERVICE PROVIDER, notices shall be addressed to:

Robert Bozzone, Executive Director & CEO
Comprehensive Alcoholism Rehabilitation Programs, Inc.
Post Office Box 2507
West Palm Beach, Florida 33402

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the SERVICE PROVIDER 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 28 - CRIMINAL HISTORY RECORDS CHECK

The SERVICE PROVIDER shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if SERVICE PROVIDER'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The SERVICE PROVIDER 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 SERVICE PROVIDER shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS:

The SERVICE PROVIDER shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. SERVICE PROVIDER 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 SERVICE PROVIDER has hereunto set its hand the day and year above written.

ATTEST:
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

WITNESSES:

COMPREHENSIVE ALCOHOLISM
REHABILITATION PROGRAMS, INC.

Signature

By: _____
Robert Bozzone
Executive Director & CEO

Name (type or print)

Signature

Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: _____
Michael L. Rodriguez
Executive Director

SCOPE OF WORK

Authorization and Tracking Procedure:

Community Justice Service Center (CJSC) staff from both the West Palm Beach site and Westgate site will initially screen, authorize and refer appropriate clients for Social Setting Detoxification and Non-Hospital Medical Detoxification Services and Adult Residential Substance Abuse Services at Comprehensive Alcoholism Rehabilitation Programs, Inc. (CARP).

An authorization form will be faxed to CARP by Community Justice Service Center staff to establish and document the formal referral for detoxification and/or Residential Adult Treatment admission. CARP shall assess the client and provide written information regarding the outcome of the referral and assessment to Community Justice Service Center staff. The correspondence shall include specific information concerning the discharge planning. All discharge planning will be coordinated with Community Justice Service Center staff that will coordinate transportation services post discharge for the client. All discharges from CARP are to occur Monday through Friday 9:00 am to 3:00 pm.

The following services will be available for clients:

Detoxification:

For those clients needing detoxification services, both social setting detoxification and non-hospital medical detoxification will be offered. Detoxification services include the following:

Assessment:

1. An addiction-focused history obtained as part of the initial assessment and reviewed by a physician during the admission process.
2. A nursing assessment upon admission with appropriate laboratory and toxicology tests.
3. A bio-psychosocial screening assessment to determine the level of care the client should be placed and for the individualized care plan to address treatment priorities identified in dimensions 1 through 6 of the ASAM.
4. Emergency substance abuse evaluations provided by professional staff under the direction of a Marchman Act are given priority. Substance abuse evaluations identify the client's immediate needs and problems through an interview format that evaluates the physiological, psychological and social aspects of the client's current status. Subjective and objective data are gathered in the interview and documented on the intake evaluation form which the client and staff sign. This information is used to assess client needs and guide referral recommendations.

Social Setting Detoxification:

1. Social setting detoxification services are provided to all clients who meet the general criteria for admission to the program.

2. The primary criterion for admission to the program is an evaluation leading to the diagnosis of substance induced intoxication.
3. The client receives an immediate nursing assessment and continuous observation/monitoring by profession nursing staff for up to 24 hours.

Non-Hospital Medical Detoxification:

1. The medical detoxification is designed to provide comprehensive medical services to clients who demonstrate a need for withdrawal management.
2. This service is provided under the direction of a physician and registered nurse.
3. The client will receive a medication detoxification protocol, nursing care plan and appropriate laboratory studies upon admission.
4. A physical exam will be provided within 48 hours by a physician who will then continue to prescribe medical care until medically stable status. At this point of the client's treatment, the physician will determine if the client is in medial need for further case management and discharge planning, or is medically cleared.
5. All clients in medical detoxification will receive continuous observation monitoring and medical support services from professional staff.
6. Daily structured activities will be provided in a safe, therapeutic environment assisting the client to begin the recovery process.
7. A client not requiring further services will be discharged within 24 hours of the medical clearance order.

Detoxification Admission Criteria:

1. The client is assessed as meeting the diagnostic criteria for Substance Induced Disorder as outlined in the DSM IV.
2. The client is experiencing signs and symptoms of severe withdrawal or there is evidence that severe withdrawal syndrome is imminent. The severe withdrawal syndrome is assessed as manageable at this level of service
3. The client meets the criteria in dimensions 2 through 6 of the ASAMPPC-2.

Detoxification Discharge Criteria:

1. Withdrawal signs and symptoms are sufficiently resolved that the client can be safely managed at a less intensive level of care.
2. Signs/symptoms of withdrawal have failed to respond to treatment; they have intensified indicating transfer to level IV-D detoxification service as warrants.

Case Management/Discharge Planning:

1. The Case Management/Discharge Planning is designed to provide comprehensive medical services to all clients who demonstrate the need for continued medical assistance, such as a continued need for medication as prescribed by a physician, a continued need for skilled nursing treatments or continued laboratory studies.
2. All clients will be assigned a case manager who will facilitate services identified on an individual client bases.

3. The case manager assigned will assist the client with discharge planning to include specific continued treatment recommendations.
4. All clients will receive continuous monitoring until a physician determines medical clearance and the discharge plan are confirmed.
5. The client will then be linked to Community Justice Service Center's staff with a copy of the discharge plan.

Education Services:

1. Education services are provided to each client in each component of the Medical Admission Program regarding the disease of chemical dependency, recovery process, and HIV/AIDS.
2. The primary purpose of the educational service is to provide each client with information that may assist him/her in making informed decisions regarding the disease, recovery process, and to motivate the client to participate in further treatment services as necessary and appropriate.

Frequency of Client Services:

Clients in the detoxification program are serviced 24 hours per day, according to need.

Adult Residential Substance Abuse Services:

The Adult Residential Treatment Programs comprised of a 60-day, 72-bed intensive residential chemical dependency treatment program located at 5406 East Avenue and a 120-day, 48-bed intermediate residential chemical dependency treatment program located at 5402 East Avenue. These programs serve male and female clients that meet ASAM and DSM IV-TR criteria for admission to Residential Level II substance abuse treatment. The program is abstinence-based and living quarters are segregated for male and female clients at both programs. Residents participate in a seven-day-a-week structured clinical program with daily activities, which are designed to promote abstinence-based recovery, the development of relapse prevention skills, with the use of family and social supports, including participation in a 12-step program of recovery to acquire a sponsor and homegroup, and to develop and maintain the resiliency skills necessary for independent living in the community at large. Services to be provided weekly include group therapy, individual counseling, didactic lectures/discussions, work therapy, recreational therapy, AIDS education, AA/NA meetings, and supervised study. The Residential Level II – Adult goal is to attain abstinence-based recovery, to prevent relapse and to promote personal responsibility and positive character change through involvement with a social support system.

Other areas addressed in Residential treatment include:

Intervention:

Clients assessed complete a Sexually-Transmitted Disease (STD's) Risk questionnaire, to determine his or her risk status. If the initial evaluation determines that the client is at high-risk, education and information regarding the disease of AIDS is provided, including its cause, characteristics, and methods of prevention. Clients are re-evaluated, and offered a referral for testing at the Palm Beach county

Health Department or a licensed HIV Counseling and Testing site unless the client has already been tested or declines.

Medical/Psychiatric Services:

Clients who are admitted with a co-occurring disorder or who exhibit symptoms are referred to the agency psychiatrist for evaluation and medications management as may be necessary. Clients with co-occurring disorders are simultaneously treated by the agency for Substance Abuse and Mental Health Problems. Clients requiring long term mental health case management services are linked to a Community Mental Health Center of the client is provided continuing care within the agency's treatment system, psychiatric services continue as necessary through discharge.

Aftercare:

Clients who successfully complete treatment and do not require continuing care services, which are being successfully discharged from CARP, Inc., are encouraged to develop an Aftercare Plan. Development of the Aftercare Plan begins 2-4 weeks prior to discharge, when a contract is developed by the client and his/her counselor. The plan includes an aftercare contract which states that the client will participate in (12) monthly aftercare group sessions, participation in 12 step meetings, and the opportunity to participate in up to (5) individual sessions as necessary, post-discharge, at no cost, for relapse prevention purposes.

Evaluation Process:

From point of admission through the course of treatment the client eligibility and appropriateness for this level of care is measured as compared to the ASAM < PPC-2 admissions, continuing care and discharge criteria. The client initial and individual treatment planning process provides the opportunity for the client and counselor to evaluate and re-evaluate needs within a planned framework designed to assist the client in needs satisfaction and recovery knowledge and skill development in all major life domains. The clinical staff hold bi-weekly clinical staffings, at which time, client cases are reviewed, client progress evaluated, and strategies for corrective action specific to client need are developed and implemented. The client treatment regime is structured in such a manner as to provide to each client maximum feedback from the client peer support group with recommendations for improvement and recognition of progress and individual client self examination and evaluation exercises are given to improve client insight and recovery skills. Client family and significant other involvement in treatment is included in the client treatment planning process, with conjoint and family counseling and referral to the agency. Parent and Family Peer support Group and/or outpatient codependency service, and other family support and 12 step groups within the community system of care. Clients, who successfully complete treatment, work cooperatively with their counselors to develop continuing care or aftercare plans at discharge, which provide for the review of current progress and ongoing needs for recovery support.

This program is a component of the continuum of Care mode. Assessment instruments include the use of CAGE, Short Michigan (SMAST), and the Addiction Severity Index.

The service capacity is (120) Adult Level 2 Residential Beds; 72 intensive Residential Treatment and 48 Intermediate Residential treatment.

Admissions Criteria:

Client meets ASAM PPC-2 Admissions Criteria for Level II Residential Treatment.

Continuing Care Criteria:

Client meets ASAM PPC-2 Continuing Care Criteria for Level II Residential Treatment.

Discharge Criteria:

Client has attained abstinence-based recovery and meets ASAM PPC-2 Discharge Criteria and DSM IV-TR criteria for Substance Abuse or Dependency Disorder in Remission.

Staffing:

Medical Director:

Supervises medical detoxification services. Provides physical exams within 48 hours and continues to prescribe medical care until client status is medically stable. At this point of the client's treatment, the physician will determine if the client is in medical need of further case management and discharge planning, or is medically cleared. On-call 24 hours per day. Requires MD Licensure in the State of Florida.

Director of MAP:

Responsible for professional and administrative work in planning, evaluating and directing all detoxification and other medical services in the Medical Admissions Program. Supervises the work and training of staff. Requires BSN or Master's and CAP.

Charge Nurses:

Responsible for professional nursing work, which involves supervising professional and non-professional nursing personnel. Works under direction of Director of MAP and is responsible to provide orientation and training to all new employees. Requires RN Licensure in State of Florida or LPN Licensure in State of Florida with RN on-call.

Clients who do not demonstrate signs and symptoms of withdrawal will receive linkage and referral to appropriate resources. The charge nurse will make this decision on duty. This process will be ongoing, prioritizing client need on a space available basis.

General Admission Criteria:

1. Resident: Priority is given to those persons residing in Palm Beach County and who are diagnosed with primary substance abuse problems
2. Age: Individuals must be 18 years or older. There is no maximum age limit.
3. Sex: Male or female
4. Race: Non-discriminatory in regard to race, color, creed or national origin.

Hours of Operation:

24 hours, 7 days a week

Location:

5400 East Avenue, West Palm Beach, FL 33407

COST OF SERVICES

1. GENERAL CONDITIONS

The Comprehensive Alcoholism Rehabilitation Program, Inc. shall provide Medical Detoxification Services to individuals referred through Community Justice Service Center staff.

- All services shall be provided based on the individuals treatment needs in the most appropriate and least restrictive modality of treatment.
- The cost of services shall be the same as the rate paid for the identical - services by the Department of Children and Families (DCF) District #9. These rates are enumerated in Exhibit A of CARP's DCF Contract.
- CARP will provide a monthly invoice to Community Justice Service Center staff identifying each client referred and services provided to the client.

Exhibit "B"

2. COST OF SERVICES SCHEDULE

SERVICE	UNIT	UNIT COST	LENGTH	CLIENT COST
Medical Alcohol Detoxification Services	Per client per day	\$131.00	3 days (additional days as medically required)	\$393.00
Medical Substance Detoxification Services	Per client per day	\$131.00	5 days (additional days as medically required)	\$655.00
Intensive Residential Treatment	Per client per day	\$60.00	Not to exceed 60 days	\$3600.00
Intermediate Residential Treatment	Per client per day	\$60.00	Not to exceed 60 days	\$3600.00

CARP TOTAL \$50,000.00