

PALM BEACH COUNTY  
 BOARD OF COUNTY COMMISSIONERS  
 AGENDA ITEM SUMMARY

Meeting Date: 10/16/07      Consent      Regular  
     Ordinance      Public Hearing

Department:  
 Submitted By: PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION  
 Submitted For: PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION

I. EXECUTIVE BRIEF

**MOTION AND TITLE:** Staff recommends motion to approve: a contract with the Drug Abuse Foundation, Inc., a not-for-profit agency, for an amount not to exceed \$150,000 for the period of October 1, 2007 through September 30, 2008, for the provision of substance abuse treatment services.

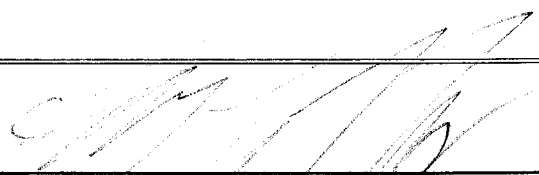
**SUMMARY:** The Criminal Justice Commission (CJC) is requesting the use of a total not to exceed \$100,000 from the federal FY07 Edward Byrne Memorial Justice Assistance Grant (JAG) previously known as the Byrne Grant and \$50,000 from the Drug Abuse Trust Fund to be used to pay for contracted substance abuse treatment referrals from the Community Justice Service Centers (previously known as Community Court). Services will be provided by Drug Abuse Foundation, Inc. for both Community Justice Service Center (CJSC) sites. The CJSC is a court and jail diversion program. Countywide (DW)

**BACKGROUND AND POLICY ISSUES:** The Board of County Commissioners (BCC) approved the establishment of a Community Court (now known as the CJCS) on July 21, 1998 funded by the Federal Bureau of Justice Assistance (BJA) to address non-violent misdemeanor offenses that erode the quality of life of a community. The initial site opened in August 1999 and has relocated to 2107 Tamarind Avenue in West Palm Beach. A second CJSC site, funded by the Bureau of Justice Administration and located in the Westgate area at 4215 Cherry Road, was opened in May 2006. The CJSC addresses low-level, non-violent misdemeanor crimes and ordinance violations. It diverts offenders from county jail by providing assistance through a wide array of social and clinical services including substance abuse treatment. The CJSC emphasizes community service sanctions rather than fines or incarceration. The goal is for those who harm the community, to give back through community service. The approved FY2008 budget amount of \$100,000 from the FY07 Edward Byrne Memorial Justice Assistance Grant (JAG) and \$50,000 from the Drug Abuse Trust Fund was voted on and approved by the Criminal Justice Commission at the May 29, 2007 monthly meeting.

An RFP was not issued as County Purchasing Ordinance 96-17 provides that the County may contract with not-for-profit vendors without requiring a competitive bid process.

**Attachments:**

1. 3 Original Contracts with Drug Abuse Foundation, Inc.

RECOMMENDED BY:  9-26-07  
 DEPARTMENT DIRECTOR (final) DATE

APPROVED BY:  10/15/07  
 ASSISTANT COUNTY ADMINISTRATOR DATE

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary Of Fiscal Impact:**

Fiscal Year	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>150,000</u>	_____	_____	_____	_____
External Revenues	<150,000>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT POSITIONS (Cumulative)</b>	<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 approved FY 2008 Budget  
 FEDERAL Justice Assistance Grant (JAG) \$ 100,000  
 Drug Abuse Trust Fund \$50,000

**C. Departmental Fiscal Review:** *[Signature]*

**III. REVIEW COMMENTS**

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

*[Signature]* 10-4-07  
 OFMB VO  
9/28

*[Signature]* 10/12/07  
 Contract Development & Control

**B. Legal Sufficiency:**  
 See CDC comment

*[Signature]* 10/15/07  
 for Dawn Wynn  
 Assistant County Attorney

This Contract complies with our contract review requirements.  
 At the time of our review USC was in the process of obtaining proof of insurance.

## **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 Drug Abuse Foundation, 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 23-7074625.

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 Alton Taylor, telephone number (561) 278-0000.

### **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 one hundred fifty thousand dollars (\$150,000.00). 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:

Attention: Dawn Wynn  
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:

Alton Taylor, Executive Director & CEO  
Drug Abuse Foundation, Inc.  
400 S. Swinton Avenue  
Delray Beach, Florida 33444

#### **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:**

**DRUG ABUSE FOUNDATION, INC.**

\_\_\_\_\_  
**Signature**

By: \_\_\_\_\_  
**Alton Taylor**  
**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**

Exhibit "A"

## **SCOPE OF WORK**

### **Exhibit "A" - Scope of Work**

#### **Programs:**

- I. Detoxification Services Description**
- II. Residential Treatment Program Description**
- III. Halfway House Program Description**
- IV. Outpatient Program Description**

### **Exhibit "B" - Service Matrix and Rate Schedule**

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#### **PROGRAMS:**

#### **I. DETOXIFICATION SERVICES - 24 HOUR DETOXIFICATION SERVICES**

##### **A. PROGRAM DESCRIPTION**

Medical services provide primary medical care, therapy and medication administration to improve the functioning or prevent further deterioration of persons with mental health or substance abuse problems. Included is a psychiatric mental status assessment.

Projected Unduplicated Number of Individuals to be served: 34

##### **B. POPULATION SERVED**

Any individual referred by Community Justice Services utilizing authorized referral form for substance abuse services and who do not require immediate services of an emergency Baker Act Unit or Hospital Emergency Room.

##### **C. SCOPE OF WORK AND SERVICE DELIVERY STRATEGIES**

1. Licensed Service to Be Provided: Adult Residential (Medical) Detoxification Services
2. The specific services that will be made available through each cost centers,  
**SPECIFIC TASKS:**

##### **000 Emergency Receiving Services**

Individuals in need of substance abuse acute care services are received from law enforcement and the general community - they receive a medical status evaluation and are triaged for substance stabilization or are referred out for medical or mental health stabilization.

##### **212 Comprehensive Substance Abuse Mental Health Assessment**

Comprehensive clinical substance abuse mental health assessment. Performed to identify clients' presenting needs sufficient to make a diagnostic impression of clients' needs. Usually performed on individuals prior to providing face-to-face HIV services, but not always.



### **000 WITHDRAWAL MANAGEMENT**

Individuals meeting minimum requirement for substance abuse detoxification services are stabilized from acute intoxication. Non-medical detoxification protocols will be preferred over the use of medication - however medication assistance will be used as indicated.

### **000 MOTIVATIONAL/EDUCATION ENGAGEMENT SERVICES**

Individuals receiving withdrawal management services will receive intensive motivational and educational services with the goal of engaging them to follow through with treatment recommendation.

### **000 OTHER MEDICAL AND LAB**

Clients are provided a variety of medical services consistent with need including:

- > Medical Assessment & Examination
- > Lab Testing
- > Medication Services as indicated by program and consistent program scope & purpose

3. The service capacity proposed for funding: See attached Service Matrix

4. Admission criteria:

Any individual presenting for substance abuse services and who do not require immediate services of an emergency Baker Act Unit or Hospital Emergency Room.

5. Average length of participation for persons served, 3 to 5 days.

6. Discharge criteria:

Detoxification admission met criteria for discharge when they are no longer at immediate risk of medical harm resulting from their detoxification from substances; where a physician has determined they are medically stable; where they have received a comprehensive Substance Abuse & Mental Health Assessment; where a continuity of care plan has been developed.

## **II. RESIDENTIAL TREATMENT PROGRAM DESCRIPTION**

### **A. PROGRAM DESCRIPTION**

These are licensed, structured rehabilitation-oriented group facilities, which have 24-hour, seven (7) days per week supervision. Level 2 facilities are for persons who have significant deficits in independent living skills and need extensive support and supervision.

For substance abuse, Level 2 provides a range of assessment, treatment, rehabilitation and ancillary services in a less intensive therapeutic environment with an emphasis on rehabilitation and it also may include formal school and adult educational programs.

Projected Unduplicated Number of Individuals to be served: 19

## **B. POPULATION SERVED**

Any adult referred by Community Justice Services utilizing authorized referral form and satisfying ASAM placement criteria for substance abuse Residential treatment.

## **C. SCOPE OF WORK AND SERVICE DELIVERY STRATEGIES**

1. Licensed Service to Be Provided: Level 2 Residential Treatment Services

2. The specific services that will be made available through each cost centers,  
SPECIFIC TASKS:

### **202 CLINICAL ASSESSMENTS**

Comprehensive clinical substance abuse mental health assessment, performed once per episode and prior to enrollment into residential. (Session not to exceed 2 hours)

### **213 ENROLLMENT SESSIONS**

One-on-one session, to enroll client into program, orient client on rules, rights and responsibilities-how to get maximum benefits from treatment. Performed once per episode. (Session not to exceed 1 hour)

### **312 PSYCHOSOCIAL ASSESSMENTS**

One-on-one session, to perform a psychosocial assessment on client sufficient to develop an individualized care plan. Performed prior to individualized plan and once per episode. (Session not to exceed 2 hours)

### **341 PLAN DEVELOPMENT SESSIONS**

One-on-one session to develop an individualized treatment plan. Performed after psychosocial session and generally not more than once per month. (Session not to exceed 1 hour)

### **342 PLAN REVIEW SESSIONS**

One-on-one sessions to evaluate and summarize client's progress in treatment and to amend or revise care plan as indicated. Performed once per month (Session not to exceed 1 hour)

### **301 INDIVIDUAL COUNSELING SESSIONS**

One-on-one counseling session. Performed as needed but not more than once per week. (Session not to exceed 1 hour)

### **302 GROUP COUNSELING SESSIONS**

Group counseling session. Performed as needed but not more than three per week. (Session not to exceed 2 hours)

### **303 FAMILY COUNSELING SESSIONS**

Counseling session with client & family or with client's family alone. Performed as needed but not more than once per week. (Session not to exceed 1 hour)

### **106 CLINICAL STAFFING SESSIONS**

Session with the clinical team, or with supervisor where client may or may not be present and where the client's case is being evaluated. (Session not to exceed 2 hours)

### **000 LIFE SKILLS/SOCIAL FUNCTIONING/EDUCATION**

Education classes on a variety of topics designed to improve client knowledge and social functioning. Provided as needed.

### **707 MOVEMENT SESSIONS**

One-on-one session designed to review client placement, continuing care needs and to move client from current placement. (Session not to exceed 1 hour).

1. The service capacity proposed for funding, See attached Service Matrix.

### **TARGET POPULATION**

Any individual between the age of 18 and 99 who's presenting problem is sufficient to formulate a diagnostic impression of chemical abuse or dependency and satisfying ASAM placement criteria for residential Substance Abuse Treatment.

### **ADMISSION CRITERIA**

1. Between the ages of 18 and 99
2. Presenting problem sufficient to support a diagnostic impression of chemical abuse or dependency
3. Not in need of emergency medical or psychiatric stabilization
4. Not in need of residential treatment stabilization
5. Generally meets ASAM Residential Placement Criteria

### **DISCHARGE CRITERIA**

1. Client has received the maximum benefit from treating modality
2. Client is drug-free for at least 30 consecutive days
3. Client has completed substantially all treatment plan goals
4. Client demonstrates that he/she requires a different clinical intervention modality
5. Average length of participation for persons served, 60 days
6. Discharge planning meetings will include a representative from the Community Justice Service

Center

## **III. HALFWAY HOUSE RESIDENTIAL SERVICES LEVEL 4 RESIDENTIAL SERVICES**

### **A. PROGRAM DESCRIPTION**

The facility may have less than 24 hours per day, 7 days per week on-premise supervision. This is the least intensive level of residential care. It is primarily a support service and, as such, treatment services are not included in this cost

center. For substance abuse, Level 4 provides a range of assessment, rehabilitation, treatment and ancillary services in a transitional environment with an emphasis on habilitation and rehabilitation.

Projected Unduplicated Number of Individuals to be served: 6

### **B. POPULATION SERVED**

Any adult referred by Community Justice Services utilizing authorized referral form and satisfying ASAM placement criteria for substance abuse LEVEL 4 Residential treatment.

### **C. SCOPE OF WORK AND SERVICE DELIVERY STRATEGIES**

1. Licensed Service to Be Provided: Level 4 Residential Treatment Services
2. The specific services that will be made available through each cost centers, SPECIFIC TASKS:

#### **202 CLINICAL ASSESSMENTS**

Comprehensive clinical substance abuse mental health assessment, performed once per episode and prior to enrollment into residential. (Session not to exceed 2 hours)

#### **213 ENROLLMENT SESSIONS**

One-on-one session, to enroll client into program, orient client on rules, rights and responsibilities- how to get maximum benefits from treatment. Performed once per episode. (Session not to exceed 1 hour).

#### **312 PSYCHOSOCIAL ASSESSMENTS**

One-on-one session, to perform a psychosocial assessment on client sufficient to develop an individualized care plan. Performed prior to individualized plan and once per episode. (Session not to exceed 2 hours).

#### **341 PLAN DEVELOPMENT SESSIONS**

One-on-one session to develop an individualized treatment plan. Performed after psychosocial session and generally not more than once per month. (Session not to exceed 1 hour).

#### **342 PLAN REVIEW SESSIONS**

One-on-one sessions to evaluate and summarize client's progress in treatment and to amend or revise care plan as indicated. Performed once per month (Session not to exceed 1 hour).

#### **301 INDIVIDUAL COUNSELING SESSIONS**

One-on-one counseling session. Performed as needed but not more than once per week. (Session not to exceed 1 hour).

#### **302 GROUP COUNSELING SESSIONS**

Group counseling session. Performed as needed but not more than three per week. (Session not to exceed 2 hours).

### **303 FAMILY COUNSELING SESSIONS**

Counseling session with client & family or with client's family alone. Performed as needed but not more than once per week. (Session not to exceed 1 hour).

### **706 CLINICAL STAFFING SESSIONS**

Session with the clinical team, or with supervisor where client may or may not be present and where the client's case is being evaluated. (Session not to exceed 2 hours)

### **000 LIFE SKILLS/SOCIAL FUNCTIONING/EDUCATION**

Education classes on a variety of topics designed to improve client knowledge and social functioning. Provided as needed. (All clients must hold down a 30 to 40 hour per week job as apart of the Level 4 residential program).

### **707 MOVEMENT SESSIONS**

One-on-one session designed to review client placement, continuing care needs and to move client from current placement. (Session not to exceed 1 hour)

The service capacity proposed for funding, See attached Service Matrix

### **TARGET POPULATION**

Any individual between the age of 18 and 99 whose presenting problem is sufficient to formulate a diagnostic impression of chemical abuse or dependency and satisfying ASAM placement criteria for residential Substance Abuse Treatment

### **ADMISSION CRITERIA**

1. Between the ages of 18 and 99
2. Presenting problem sufficient to support a diagnostic impression of chemical abuse or dependency.
3. Not in need of emergency medical or psychiatric stabilization
4. Not in need of residential treatment stabilization
5. Generally meets ASAM Residential Placement Criteria

### **DISCHARGE CRITERIA**

1. Client has received the maximum benefit from treating modality
2. Client is drug-free for at least 30 consecutive days
3. Client has completed substantially all treatment plan goals
4. Client demonstrates that he/she requires a different clinical intervention modality
5. Average length of participation for persons served, 120 days
6. Discharge planning meetings will include a representative from the Community Justice Service Center

#### **IV. OUTPATIENT PROGRAM DESCRIPTION**

##### **A. PROGRAM DESCRIPTION**

Outpatient services provide a therapeutic environment, which are designed to improve the functioning or prevent further deterioration of persons with mental health and/or substance abuse problems. These services are usually provided on a regularly scheduled basis by appointment, with arrangements made for non-scheduled visits during times of increased stress or crisis. Outpatient services may be provided to an individual or in a group setting. The group size limitations applicable to the Medicaid program shall apply to all Outpatient services funded through a state substance abuse and mental health program contract.

Projected Unduplicated Number of Individuals to be served: 0

##### **B. IDENTIFICATION AND ENGAGEMENT STRATEGIES**

1. Identify the major referral sources for persons receiving services:

a. Population Served:

Any adult referred by Community Justice Services utilizing authorized referral form, and satisfying ASAM placement criteria for substance abuse outpatient treatment

##### **C. SCOPE OF WORK AND SERVICE DELIVERY STRATEGIES**

1. Describe the organization's specific service delivery strategies for providing individual services/care under this Program Activity. Service delivery strategy descriptions should separately address those strategies as applied to:

2. The specific services that will be made available through each cost centers, SPECIFIC TASKS:

##### **202 CLINICAL ASSESSMENTS**

Comprehensive clinical substance abuse mental health assessment, performed once per episode and prior to enrollment into outpatient. (Session not to exceed 2 hours),

##### **213 ENROLLMENT SESSIONS**

One-on-one session, to enroll client into program, orient client on rules, rights and responsibilities-

-how to get maximum benefits from treatment. Performed once per episode. (Session not to exceed 1 hour),

##### **312 PSYCHOSOCIAL ASSESSMENTS**

One-on-one session, to perform a psychosocial assessment on client sufficient to develop an individualized care plan. Performed prior to individualized plan and once per episode. (Session not to exceed 2 hours),

##### **341 PLAN DEVELOPMENT SESSIONS**

One-on-one session to develop an individualized treatment plan. Performed after psychosocial session and generally not more than once per month. (Session not to exceed 1 hour),

### **342 PLAN REVIEW SESSIONS**

One-on-one sessions to evaluate and summarize client's progress in treatment and to amend or revise care plan as indicated. Performed once per month (Session not to exceed 1 hour),

### **301 INDIVIDUAL COUNSELING SESSIONS**

One-on-one counseling session. Performed as needed but not more than once per week. (Session not to exceed 1 hour),

### **302 GROUP COUNSELING SESSIONS**

Group counseling session. Performed as needed but not more than three per week. (Session not to exceed 2 hours).

### **303 FAMILY COUNSELING SESSIONS**

Counseling session with client & family or with client's family alone. Performed as needed but not more than once per week. (Session not to exceed 1 hour).

### **706 CLINICAL STAFFING SESSIONS**

Session with the clinical team, or with supervisor where client may or may not be present and where the client's case is being evaluated. (Session not to exceed 2 hours).

### **344 CRISIS TELEPHONE SESSIONS**

Where client or significant other contacts counseling regarding the client's status in between sessions and where intervention may be necessary. (Not to exceed 30 minutes).

### **707 MOVEMENT SESSIONS**

One-on-one session designed to review client placement, continuing care needs and to move client from current placement. (Session not to exceed 1 hour).

1. The service capacity proposed for funding, see attached Service Matrix

### **TARGET POPULATION**

Any individual between the age of 18 and 99 who's presenting problem is sufficient to formulate a diagnostic impression of chemical abuse or dependency and satisfying ASAM placement criteria for Outpatient Substance Abuse Treatment

### **ADMISSION CRITERIA**

1. Between the ages of 18 and 99
2. Presenting problem sufficient to support a diagnostic impression of chemical abuse or dependency
3. Not in need of emergency medical or psychiatric stabilization
4. Not in need of residential treatment stabilization
5. Generally meets ASAM Outpatient Placement Criteria

**DISCHARGE CRITERIA**

1. Client has received the maximum benefit from treating modality.
2. Client is drug-free for at least 30 consecutive days.
3. Client has completed substantially all treatment plan goals.
4. Client demonstrates that he/she requires a different clinical intervention modality.
2. Average length of participation for persons served, 3 to 6 months

Monthly reports will be provided to the Community Justice Service Center for all levels of service.



Exhibit "B"

**SERVICE MATRIX AND RATE SCHEDULE**

**CONTRACT#:**

**PERIOD: FY 07/08 -10/01/07 - 09/30/08**

SERVICE DESCRIPTION	UNIT TYPE	UNIT RATE	ANNUAL UNITS	ANNUAL DOLLAR AMOUNT	PROJ. ANNUAL CLIENTS SERVED	MONTHLY AVERAGE UNITS
CJ1 Residential Detoxification Services	DAY	\$240.42	135.00	\$32,456.70	33.75	11.25
CJ2 Outpatient: Individual	CLIENT HOUR	\$69.19		\$0.00	0.00	0.00
CJ3 Outpatient: Group	CLIENT HOUR	\$17.30		\$0.00	0.00	0.00
CJ4 Intensive Residential Services	DAY	\$71.58	1140.00	\$81,601.20	19.00	95.00
CJ5 Halfway House Residential**	DAY	\$50.00	720.00	\$36,000.00	6.00	60.00

<b>TOTAL DOLLAR AMOUNT CLAIMED ON THIS INVOICE:</b>	<b>\$150,057.90</b>
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OUTPATIENT: We show no units for outpatient, because we allocated the funds to those services that may be more difficult for client to access, however, the rates are on the matrix so clients can still be served under this plan, funds would simply be re-allocated away from another line item to accommodate outpatient consistent with Community Justice Service Center referrals.

**CJ5 Halfway House Residential\*\***  
*requires \$15.00 per day client co-pay*

UNITS: units and client served are based upon projection and proposed budget - unit may changes, over all budget may not be exceeded unless mutually agreed to in writing