

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary Of Fiscal Impact:

Fiscal Year	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	183,000	_____	_____	_____	_____
External Revenues	183,000	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	0	_____	_____	_____	_____

Is Item In proposed Budget? Yes _____ No X

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

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

FDLE Funding of \$96,000 is included in the adopted FY 2010 Budget.
 The Drug Abuse Trust Fund will fund the balance of \$87,000, of which \$47,000 is included in the FY2010 Budget.

C. Departmental Fiscal Review: msg 12/1/09

III. REVIEW COMMENTS

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

The \$400,000 was included in the FY2010 Adopted Budget from FDLE.

[Signature]
 OFMB 12/1/09 12/1/09

[Signature]
 Contract Development & Control
12/1/09

B. Legal Sufficiency:

The Department is in the process of getting required Certificates of insurance.

[Signature]
 Assistant County Attorney



Florida Department of
Law Enforcement

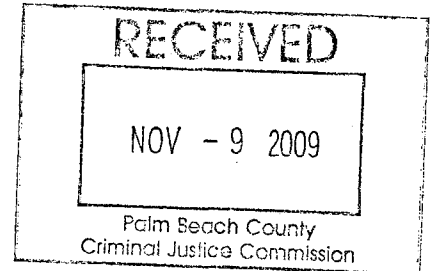
Gerald M. Bailey
Commissioner

Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, Florida 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Charlie Crist, Governor
Bill McCollum, Attorney General
Alex Sink, Chief Financial Officer
Charles H. Bronson, Commissioner of Agriculture

OCT 30 2009

The Honorable Jeff Koons
Chairman
Palm Beach County Board of Commissioners
301 North Olive Avenue
West Palm Beach, FL 33401-4700



Re: Contract No. 2010-ARRC-PALM-1-W7-303

Dear Chairman Koons:

The Florida Department of Law Enforcement is pleased to award a Recovery Act Edward Byrne Memorial Justice Assistance Grant to your unit of government in the amount of \$ 400,000.00 for the project entitled, COMMUNITY JUSTICE SERVICE CENTER (CJSC). These funds shall be utilized for the purpose of reducing crime and improving public safety.

A copy of the approved subgrant application with the referenced contract number is enclosed for your file. All correspondence with the Department should always refer to the project number and title.

Your attention is directed to the Standard Conditions of the subgrant and to the special Recovery Act Conditions. These conditions should be reviewed carefully by those persons responsible for project administration to avoid delays in project completion and costs reimbursements. Please note there are special reporting requirements for the Recovery Act funds. Receipt of funds are contingent upon timely reporting.

The enclosed Certification of Acceptance should be completed and returned to the Department within 30 calendar days from the date of award. This certificate constitutes official acceptance of the award and must be received by the Department prior to the reimbursement of any project expenditures.

Committed to
Service • Integrity • Respect • Quality

Attachment 1

The Honorable Jeff Koons
Page Two

We look forward to working with you on this project. If we can be of further assistance, please contact Janice Parish at 850/617-1250.

Sincerely,


Clayton H. Wilder
Adminiftrator

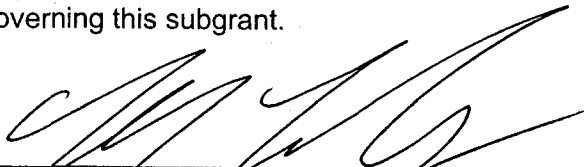
CHW/JP/jj

Enclosures

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308

CERTIFICATE OF ACCEPTANCE OF SUBGRANT AWARD

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2010-ARRC-PALM-1-W7-303, in the amount of \$ 400,000.00, for a project entitled, COMMUNITY JUSTICE SERVICE CENTER (CJSC), for the period of 10/01/2009 through 09/30/2010, to be implemented in accordance with the approved subgrant application, and subject to the Florida Department of Law Enforcement's Standard Conditions and any special conditions governing this subgrant.



(Signature of Subgrantee's Authorized Official)

MICHAEL L. RODRIGUEZ, EXECUTIVE DIRECTOR
(Typed Name and Title of Official)

PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION
(Name of Subgrantee)

11-13-09
(Date of Acceptance)

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308**

SUBGRANT AWARD CERTIFICATE

Subgrantee: Palm Beach County Board of Commissioners

Date of Award: 10-30-09

Grant Period: From: 10/01/2009 TO: 09/30/2010

Project Title: COMMUNITY JUSTICE SERVICE CENTER (CJSC)

Grant Number: 2010-ARRC-PALM-1-W7-303

Federal Funds: \$ 400,000.00

State Agency Match:

Local Agency Match: \$ 0.00

Total Project Cost: \$ 400,000.00

CFDA Number: 16.803 Federal Award Number: 2009-SU-B9-0021

Award is hereby made in the amount and for the period shown above of a subgrant under Title I of the Omnibus Crime Control and Safe Streets Act of 1968, P.L. 90-351, as amended, and the Anti-Drug Abuse Act of 1988, P.L. 100-690, to the above mentioned subgrantee and subject to any attached or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100 1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 or A-102, as applicable, and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 90-351, as amended, and P.L. 100-690; and, P.L. 111-5, the American Recovery and Reinvestment Act of 2009.

SUBGRANT AWARD CERTIFICATE (CONTINUED)

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certificate of Acceptance of Subgrant Award is returned to the Department.

Clayton H. Wilder
Authorized Official
Clayton H. Wilder
Administrator

10-30-09
Date

() This award is subject to special conditions (attached).

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

THIS CONTRACT is made as of the First day of October, 2009, 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, Inc. (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 Becky Walker, telephone number (561) 355-1739.

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, 2009 and complete all services by September 30, 2010.

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 Thirty-three Thousand dollars (\$33,000.00). 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, sexual orientation, gender identity or expression.

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:

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.

ARTICLE 30. SERVICE PROVIDER'S PROGRAMMATIC REQUIREMENTS

The SERVICE PROVIDER agrees to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D. To allow COUNTY through the Criminal Justice Commission to both fiscally and programmatically monitor SERVICE PROVIDER to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit A, are adhered to. Resources permitted, all contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Programmatic monitoring includes announced and unannounced site visits. Outcomes will be reviewed on a quarterly basis. The Criminal Justice Commission staff will utilize and review other funding entity's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The SERVICE PROVIDER shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E. To support programmatic monitoring and evaluation, the SERVICE PROVIDER will complete and submit a "logic model form" that will identify the SERVICE PROVIDER'S program activities, outputs, and desired outcomes (immediate, intermediate, and long-term) to the satisfaction of the authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission. The completed satisfactory "logic model form" must be submitted to the COUNTY within 30 days after the CONTRACT is in force. Training will be provided by the COUNTY and/or Criminal Justice Commission to help the SERVICE PROVIDER complete the "logic model form".

- F. Reimburse funds to COUNTY that are deemed by the COUNTY in its sole discretion to be misused or misspent.
- G. The SERVICE PROVIDER will submit a Report of Monthly Measurable Outcomes Report for each program, within 5 days of the end of each calendar month (i.e. January 5, for the month of December) that reflects the SERVICE PROVIDER'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by County staff. All required data will be submitted to County staff in MS Word or MS Excel format.
- H. The SERVICE PROVIDER will submit a Monthly Demographic Report based on the clients served by the County funding. This report will be due 5 days from the end of each calendar month. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by County staff. All required data will be submitted to County staff in MS Word or MS Excel format.

Copies of the required COUNTY forms have been supplied to the SERVICE PROVIDER as attachments to this Contract.

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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 the 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: _____
~~John F. Koons, Chairman~~
Burt Aaronson, Chairman

PROFESSIONAL TRAINING
ASSOCIATION CORPORATION, INC.:

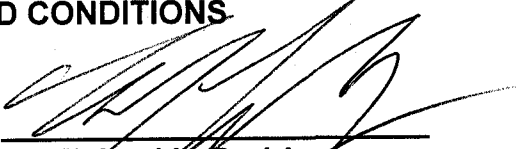
By: 

Mitchell E. Wallick, PhD
Executive Director

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

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 PTA'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 PTA by Community Justice Service Center staff to establish and document the formal referral. PTA 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.

PTA 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, PTA shall notify the Community Justice Service Center staff of the completion status of the client.

In addition, where requested, PTA 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 PTA 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. Three (3) 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 where appropriate under individual treatment plan.

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

COST OF SERVICES

1. General Conditions

The PTA 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.
- PTA 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 PTA licenses within the treatment service continuum 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	\$125.00	not to exceed 60 days	\$7,500
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 - \$33,000.00

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

THIS CONTRACT is made as of the First day of October, 2009, 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 Becky Walker, telephone number (561) 355-1739.

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, 2009 and complete all services by September 30, 2010.

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, sexual orientation, gender identity, or expression.

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:

ATTN: 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:

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. The 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.

ARTICLE 30. SERVICE PROVIDER'S PROGRAMMATIC REQUIREMENTS

The SERVICE PROVIDER agrees to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D. To allow the COUNTY through the Criminal Justice Commission to both fiscally and programmatically monitor the SERVICE PROVIDER to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit A, are adhered to. Resources permitted, all contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Programmatic monitoring includes announced and unannounced site visits. Outcomes will be reviewed on a quarterly basis. The Criminal Justice Commission staff will utilize and review other funding entity's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The SERVICE PROVIDER shall maintain business and accounting records detailing the performance of the

contract. Authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

- E. To support programmatic monitoring and evaluation, the SERVICE PROVIDER will complete and submit a "logic model form" that will identify the SERVICE PROVIDER'S program activities, outputs, and desired outcomes (immediate, intermediate, and long-term) to the satisfaction of the authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission. The completed satisfactory "logic model form" must be submitted to the COUNTY within 30 days after the CONTRACT is in force. Training will be provided by the COUNTY and/or Criminal Justice Commission to help the SERVICE PROVIDER complete the "logic model form".
- F. Reimburse funds to COUNTY that are deemed by the COUNTY in its sole discretion to be misused or misspent.
- G. Submit a Report of Monthly Measurable Outcomes Report for each program, within 5 days of the end of each calendar month (i.e. January 15, for the month of December) that reflects the SERVICE PROVIDER'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by County staff. All required data will be submitted to County staff in MS Word or MS Excel format.
- H. Submit a Monthly Demographic Report based on the clients served by the COUNTY funding. This report will be due 5 days from the end of each calendar month. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by County staff. All required data will be submitted to County staff in MS Word or MS Excel format.

Copies of the required COUNTY forms have been supplied to the SERVICE PROVIDER as attachments to this Contract.

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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 the 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: _____
~~John F. Koons, Chairman~~
Burt Aaronson, Chairman

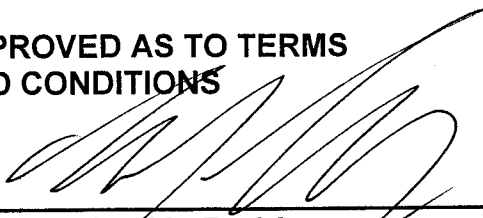
COMPREHENSIVE ALCOHOLISM
REHABILITATION PROGRAMS, INC.

By:  _____
Robert Bozzone
Executive Director & CEO

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

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 in which 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 issued 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 professional 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 the client receives medically stable status. 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.
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 to the point 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 is 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 or if 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, who 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, participate 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's 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 for 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 beds.

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	\$143.46	3 days (additional days as medically required)	\$430.38
Medical Substance Detoxification Services	Per client per day	\$143.36	5 days (additional days as medically required)	\$717.30
Intensive Residential Treatment	Per client per day	\$63.93	Not to exceed 60 days	\$3,835.80
Intermediate Residential Treatment	Per client per day	\$63.93	Not to exceed 60 days	\$3835.80

CARP TOTAL \$25,000.00

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

THIS CONTRACT is made as of the First day of October, 2009, 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 Becky Walker, telephone number (561) 355-1739.

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, 2009 and complete all services by September 30, 2010.

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 Twenty-Five Thousand dollars (\$125,000.00). 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. The 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. The SERVICE PROVIDER shall agree to provide the COUNTY with at least ten (10) days 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 the SERVICE PROVIDER are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the 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) days 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, sexual orientation, gender identity or expression.

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.

ARTICLE 30. SERVICE PROVIDER'S PROGRAMMATIC REQUIREMENTS

The SERVICE PROVIDER agrees to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D. To allow COUNTY through the Criminal Justice Commission to both fiscally and programmatically monitor SERVICE PROVIDER to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit A, are adhered to. Resources permitted, all contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Programmatic monitoring includes announced and unannounced site visits. Outcomes will be reviewed on a quarterly basis. The Criminal Justice Commission staff will utilize and review other funding entity's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The SERVICE PROVIDER shall

maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

- E. To support programmatic monitoring and evaluation, the SERVICE PROVIDER will complete and submit a "logic model form" that will identify the SERVICE PROVIDER'S program activities, outputs, and desired outcomes (immediate, intermediate, and long-term) to the satisfaction of the authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission. The completed satisfactory "logic model form" must be submitted to the COUNTY within 30 days after the CONTRACT is in force. Training will be provided by the COUNTY and/or Criminal Justice Commission to help the SERVICE PROVIDER complete the "logic model form".
- F. Reimburse funds to COUNTY that are deemed by the COUNTY in its sole discretion to be misused or misspent.
- G. The SERVICE PROVIDER will submit a Report of Monthly Measurable Outcomes Report for each program, within 5 days of the end of each calendar month (i.e. January 5, for the month of December) that reflects the SERVICE PROVIDER 'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by County staff. All required data will be submitted to County staff in MS Word or MS Excel format.
- H. The SERVICE PROVIDER will submit a Monthly Demographic Report based on the clients served by the County funding. This report will be due 5 days from the end of each calendar month. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by County staff. All required data will be submitted to County staff in MS Word or MS Excel format.

Copies of the required COUNTY forms have been supplied to the SERVICE PROVIDER as attachments to this Contract.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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.

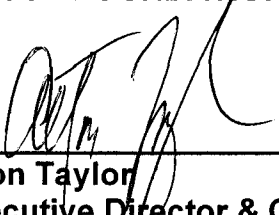
ATTEST:
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
~~John F. Koons, Chairman~~
Burt Aaronson, Chairman

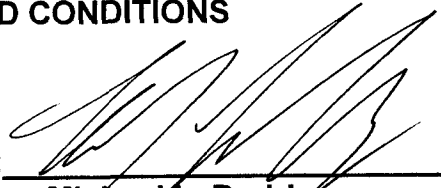
DRUG ABUSE FOUNDATION, INC.

By:  _____
Alton Taylor
Executive Director & CEO

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
Michael L. Rodriguez
Executive Director

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

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 center,
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 meets 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 center,
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 center, 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 a part 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).

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 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 09/10 -10/01/09 - 09/30/10

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

TOTAL DOLLAR AMOUNT CLAIMED ON THIS INVOICE:	\$125,000.00
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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 outpatients consistent with Community Justice Service Center referrals.

CJ5 Halfway House Residential**

requires \$15.00 per day client co-pay

UNITS: units and clients served are based upon projection and proposed budget - units may change, overall budget may not be exceeded unless mutually agreed to in writing

BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY, FLORIDA
 BUDGET TRANSFER

FUND 1470 - Drug Abuse Trust Fund

BGEX 767-111309*391

Use this form to provide budget for items not anticipated in the budget.

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 11/30/09	REMAINING BALANCE
EXPENDITURES								
820-7490-9000	Transfer to General Fund 0001	126,273	126,273	40,000		166,273	0	166,273
740-9900-9902	Operating Reserves	251,923	251,923		40,000	211,923	0	211,923
TOTAL EXPENDITURES				<u>40,000</u>	<u>40,000</u>			

Attachment 3

Criminal Justice Commission
 INITIATING DEPARTMENT/DIVISION
 Administration/Budget Department Approval
 OFMB Department - Posted

Signatures _____ Date _____
Reg 12/4/09

By Board of County Commissioners
 At Meeting of 12/15/09
 Deputy Clerk to the
 Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

FUND 0001 - General Fund

BGEX 767-112009*469
BGRV 767-112009*133

Use this form to provide budget for items not anticipated in the budget.

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 11/20/09	REMAINING BALANCE
REVENUES								
Community Justice Service Center								
762-7641-8090	Transfer from Drug Abuse Trust Fund (1470)	0	0	40,000	0	40,000		
TOTAL REVENUES		<u>999,824,019</u>	<u>1,000,125,368</u>	<u>40,000</u>	<u>0</u>	<u>1,000,165,368</u>		
EXPENDITURES								
Community Justice Service Center								
762-7641-3401	Other Contractual Services	96,000	96,000	40,000	0	136,000		
TOTAL EXPENDITURES		<u>999,824,019</u>	<u>1,000,125,368</u>	<u>40,000</u>	<u>0</u>	<u>1,000,165,368</u>	162,624,017	837,541,351

Attachment 4

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 Administration/Budget Department Approval
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mg 12/4/09 _____

By Board of County Commissioners
 At Meeting of 12/15/09

 Deputy Clerk to the
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