

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Capital Expenditures					
Operating Costs	20,400				
External Revenues	(20,400)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	0				

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included In Current Budget? Yes X No _____

Budget Account Exp No: Fund 1437 Department 662 Unit 5242 Object var
 Rev No: Fund 1437 Department 662 Unit 5242 Rev. Source 3129

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

Grant: Family Drug Court Program Grant
 Fund: 1437 Family Drug Court Grant
 Unit: 5242 Family Drug Court

Departmental Fiscal Review: Stephanie Sejnowski

III. REVIEW COMMENTS

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

<p>_____ OFMB</p>	<p>_____ Contract Administration 11-29-12 B.W. Heck</p>
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B. Legal Sufficiency:

 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**AGREEMENT TO REINSTATE AND AMEND CONTRACT FOR
CONSULTING/PROFESSIONAL SERVICES (R2011-0776) WITH CHILDREN'S HOME
SOCIETY OF FLORIDA**

THIS AGREEMENT dated _____, is made to reinstate and amend the Contract for Consulting/Professional Services approved on May 17, 2011 (R2011-0776) ("Original Contract"), by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, and The Children's Home Society of Florida hereinafter referred to as CONSULTANT or AGENCY, whose Federal ID is 59-0192430.

WITNESSETH:

WHEREAS, the parties entered into the Original Contract (R2011-0776) on May 17, 2011, under which the CONSULTANT agreed to provide professional/consultation services in the area of Family Drug Court/Dependency Proceedings to the Family Drug Court program, as more specifically set forth in the Scope of Work detailed in "Exhibit A" to said Original Contract; and

WHEREAS, the Original Contract expired on September 30, 2012; and

WHEREAS, the parties mutually desire to reinstate the Original Contract and amend the expiration date for an additional twelve months until September 30, 2013, as well as increase the total contract price; and

WHEREAS, the COUNTY agrees to reimburse the CONSULTANT from Office of Justice Programs FY 2009 Family Drug Court Program Grant for additional contract expenses in the amount of \$20,400 for a new total contract amount not to exceed \$40,400; and

NOW, THEREFORE, in consideration of the mutual covenants and agreement expressed herein, the COUNTY and CONSULTANT agree as follows:

1. The terms of the Original Agreement (R2011-0776), are reinstated in their entirety.
2. The term of the Original Contract (R2011-0776) referenced in "Article 2-Schedule" is amended to extend the expiration date until September 30, 2013.
3. The contract price of the Original Contract referenced in "Article 3-Payments to Consultant" is amended to increase funding for contract expenses an additional \$20,400, for a new contract price not to exceed \$40,400, as reflected on "Exhibit B Schedule for Payment - Amended" attached hereto showing the new total Budget.

All other provisions of said Original Contract are hereby confirmed, and except as provided herein are not otherwise altered or amended and remain in full force and effect.

1

Attachment # /

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

ATTEST:
SHARON R. BOCK,
Clerk & Comptroller

By: _____
Deputy Clerk

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Chair

CONSULTANT:

Children's Home Society of Florida


Stephen Bardy, Executive Director

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Vince Bonvento
Public Safety Department
Director

&

**EXHIBIT "B" Reimbursable Expenses - Schedule for Payment (Amended) Costs
for Project Period April 1, 2011 – September 30, 2013**

Service/Program: Family Drug Court Incidental Fund

MAXIMUM AMOUNT AUTHORIZED: \$40,400

BUDGET DATA

Payment will be made only for the below stated cost categories.

COST CATEGORY

1. Clothing
2. Housing
3. Furniture
4. Transportation
5. Food
6. Medical
7. Utilities
8. Out of pocket co-payments
9. Education
10. Phone
11. Other allowable expenses, not otherwise categorized

MAXIMUM AMOUNT REIMBURSEABLE EXPENSES \$40,400

All reimbursable expenses shall be reimbursed only at cost. A copy of the original receipt and canceled check must be attached to the invoice for payment.

Reimbursable expenses shall mean the actual expensed as authorized by the COUNTY pursuant to this Contract, and reasonably incurred by the CONSULTANT directly in connection with the CONSULTANT'S performance of its duties and Scope of Work pursuant to this Contract.

“No effort on behalf of children is ever wasted.”



July 2, 2012

To Whom It May Concern:

Please be advised that Stephen Bardy is the Executive Director of the Palm Beach Division of Children's Home Society of Florida. This division serves Palm Beach County and corresponds to Department of Children and Families Circuit 15 in the Southeast Region. The Executive Director is authorized to sign legal documents including contracts and/or agreements with the State of Florida Department of Children and Families as well as other documents and contracts as outlined below.

Please find attached, CHS policy # CHS 4000 in which the Board of Directors authorizes the CHS President/CEO to delegate authority to executive staff of divisions to approve and execute contracts and agreements, with the exception of the acquisition or disposition of real property, on behalf of CHS. Also attached is the CHS Statewide Directive #CHS 4000 which accompanies the Policy of the same number. In the Statewide Directive, the President/CEO delegates authority to division Executive Directors to approve and execute contracts or agreements between CHS Divisions and funding sources regardless of the dollar amount as well as contracts or agreements between CHS Divisions and any individual company or agency under \$250,000. Please see the attached Policy and Statewide Directive for specific details.

If you are in need of further information, please do not hesitate to contact me at your convenience.

Sincerely,

David A. Bundy
President/CEO

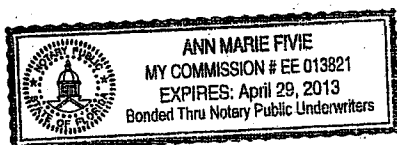
STATE OF FLORIDA

COUNTY OF ORANGE

Sworn to and subscribed before me this 2nd day of July, 2012, by David A. Bundy, who is personally known to me.

Corporate Office

1485 S. Semoran Boulevard
Suite 1448
Winter Park, Florida 32792
Phone: 321.397.3000
Fax: 321.397.3022
www.chsfl.org



Ann Marie Fivie
Notary Public Signature



Leave a Legacy...Remember Children's Home Society of Florida in your estate planning.

**AGREEMENT TO REINSTATE AND AMEND CONTRACT FOR
CONSULTING/PROFESSIONAL SERVICES (R2010-0654) WITH DRUG TESTING
COUNSELING SERVICES, INC.**

THIS AGREEMENT dated _____, is made to reinstate and amend the Contract for Consulting/Professional Services approved on April 20, 2010 (R2010-0654) ("Original Contract"), by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, and Drug Testing and Counseling Services, Inc., hereinafter referred to as CONSULTANT, whose Federal ID is 20-321-8543.

WITNESSETH:

WHEREAS, the parties entered into the Original Contract (R2010-0654) on April 20, 2010, under which the CONSULTANT agreed to provide drug testing services to the Family Drug Court program, as more specifically set forth in the Scope of Work detailed in "Exhibit A" of said Original Contract; and

WHEREAS, the COUNTY agreed to reimburse the CONSULTANT from Office of Justice Programs FY 2009 Family Drug Court Program Grant for contract expenses in the amount of \$69,300 for a contract amount not to exceed \$69,300; and

WHEREAS, through no fault of either party there are unexpended dollars in the amount of \$36,442; and

WHEREAS, the parties mutually desire to reinstate the terms of the Original Contract dated April 20, 2010, and amend same by extending the expiration date an additional twelve months from September 30, 2012, until September 30, 2013.

NOW, THEREFORE, in consideration of the mutual covenants and agreement expressed herein, the COUNTY and CONSULTANT agree as follows:

1. The terms of the Original Contract (R2010-0654) are reinstated in their entirety.
2. The Original Contract is amended to extend the expiration date an additional twelve months from September 30, 2012 until September 30, 2013.

All other provisions of said Contract are hereby confirmed, and except as provided herein, are not otherwise altered or amended and remain in full force and effect.

1

Attachment # _____

2

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

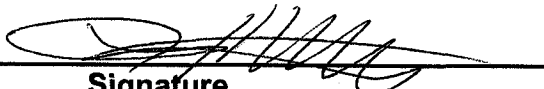
ATTEST:
SHARON R. BOCK,
Clerk & Comptroller

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Chair

CONSULTANT:
Drug Testing and Counseling Services, Inc.


Signature

Laurencio Lira
Community Coordinator

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Vince Bonvento
Public Safety Department
Director

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DRUG TESTING AND COUNSELING SERVICES

2677 Forest Hill Blvd Ste 112

Ph: (561) 433-0123 Fax: (561) 967-3484

Date: 12/13/2011

To: Palm Beach County Department of Public Safety

Attn: Bev

Fax: (561) 712-6490

Reference: Signature Authorization

Dear Bev,

As per your request, Laurencio Lira is an authorized agent to sign in behalf of Drug Testing & Counseling Services.

Should you need any additional assistance, please do not hesitate to call.

Regards,

Patricia Lira

CEO





Change Project Period GAN



[All Active](#)
[Change Requested](#)



US DEPARTMENT OF JUSTICE
 OFFICE OF JUSTICE PROGRAMS

GRANT ADJUSTMENT NOTICE

[Approved](#)
[Denied](#)
[Draft](#)
[Create Grant Adjustment](#)

[Help/Frequently Asked Questions](#)

Grantee Information			
Grantee Name:	Palm Beach County	Project Period:	10/01/2009 - 09/30/2013
Grantee Address:	301 NORTH OLIVE AVENUE WEST PALM BEACH, 33401	Program Office:	OJJDP
Grantee DUNS Number:	07-847-0481	Grant Manager:	Gwen Williams
Grantee EIN:	59-6000789	Application Number(s):	2009-56054-FL-DC
Vendor #:	596000789	Award Number:	2009-DC-BX-0115
Project Title:	Palm Beach County Family Drug Court Program	Award Amount:	\$484,907.00
GAN Number:	004	Date:	06/27/2012

Change Project Period				
Current Grant Period:	Month: 35 Day: 29	New Grant Period:	Month: 47 Day: 29	
Project Start Date:	10/01/2009	*New Project Start Date:	10/01/2009	
Project End Date:	09/30/2012	*New Project End Date:	09/30/2013	
*Required Justification for Change Project Period:				
While the project is currently fully operational, the project was delayed in the beginning due to associated administrative issues during the start up phase of the project. There are sufficient funds to continue the				
Attachments:				
Filename:	User:	Timestamp:	Action:	
budget_detail for grant adjustment.pdf	NSaunders1	06/13/2012 11:52 AM	Delete Attachment	
FDC Enhancement Timeline 5 25 12.docx	NSaunders1	06/13/2012 11:53 AM	Delete Attachment	
Explanation GAN OJJDP FDC 5 25 12.pdf	NSaunders1	06/13/2012 11:53 AM	Delete Attachment	
Actions:				
<input type="button" value="Close"/>				
<input type="button" value="Printer Friendly Version"/>				
Audit Trail:				
Description:	Role:	User:	Timestamp:	Note:
Approved-Final	OCFMD - Financial Analyst	SYSTEM_USER	06/27/2012 12:00 PM	View Note
Submitted	PO - Grant Manager	NSaunders1	06/13/2012 11:54 AM	View Note
Draft	EXTERNAL - External User	NSaunders1	06/13/2012 11:52 AM	View Note

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

MAY 17 2011

This Contract is made as of the _____ day of _____, 20____, 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 the Children's Home Society of Florida, [] an individual, [] a partnership, [] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 59-0192430. In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of Family Drug Court/Dependency Proceedings, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liasion during the performance of this Contract shall be Nicole Bishop, telephone no. 561-355-1723.

The CONSULTANT'S representative/liasion during the performance of this Contract shall be Stephen Bardy, telephone no. 561-868-4300.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on April 1, 2011 and complete all services by September 30, 2012.

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

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. The 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 thousand Dollars (\$20,000.00). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. 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 CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed \$20,000 Dollars (\$20,000), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "B". All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

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

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

ARTICLE 6 - PERSONNEL

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

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

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

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

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

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing

the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

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

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

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

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

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

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

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage's and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverage's. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.
- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. **Professional Liability** CONSULTANT shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide

this coverage on a primary basis.

- F. **Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.
- G. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage's 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 Public Safety Department
Emergency Operations Center
20 South Military Trail
West Palm Beach, FL 33415

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

ARTICLE 11 - INDEMNIFICATION

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

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

ARTICLE 14 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S 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 CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not

constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

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

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

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Ordinance 2009-049, as may be amended.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

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

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 21 - NONDISCRIMINATION

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

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24 - PUBLIC ENTITY CRIMES

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

ARTICLE 25 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 26 - NOTICE

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

Vince Bonvento, Assistant County Administrator
Public Safety Department
20 South Military Trail
West Palm Beach, Florida 33415

With copy to:

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

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

Stephen Bardy, Executive Director
c/o Children's Home Society of Florida
3333 Forest Hill Blvd.
West Palm Beach, Fl. 33406

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

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

ARTICLE 29 - REGULATIONS: LICENSING REQUIREMENTS:

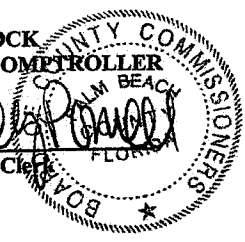
The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that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

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

ATTEST:

SHARON R. BOCK
CLERK AND COMPTROLLER

By: [Signature]
Deputy Clerk



R2011 0776 MAY 17 2011

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: [Signature]
Karen T. Marcus, Chair

WITNESS:

[Signature]
Signature

NICOLE BISHOP
Name (type or print)

[Signature]
Signature

BEVERLY BEAUBERT
Name (type or print)

CONSULTANT:

Children's Home Society of Florida
Company Name

[Signature]
Signature

Stephen Bardy, Executive Director
Typed Name

Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

(corp. seal)

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Department Director

EXHIBIT "A"

SCOPE OF WORK

Background

The Palm Beach County Family Drug Court program is operational under the management of the Palm Beach County Department of Public Safety, Division of Justice Services and the 15th Judicial Circuit. A grant was awarded by the Office of Justice Programs for the period of October 1, 2009 through September 30, 2012 to develop and implement a Drug Court to serve families involved in Dependency Court proceedings due to child abuse and/or neglect. The Family Drug Court program is a rehabilitation program designed to identify, case manage, drug test and provide outpatient and inpatient substance abuse treatment services to substance abusing parents of abused and neglected children. Children's Home Society of Florida is the case management organization who supervises the families accepted into the Family Drug Court. They employ case managers who are responsible for working with the families to achieve case plan goals directed at reuniting parents with children who have been removed from their care due to abuse or neglect caused by parental substance abuse. Within the Family Drug Court grant, \$20,000 has been budgeted for the duration of the grant for use by the case managers to assist the families they serve with items necessary to complete their case plan goals.

Responsibilities of Consultant

The CONSULTANT will assist Family Drug Court clients whom they are supervising through their case management organization by either purchasing or providing funds to the clients for items necessary to meet the requirements necessary to reach their case plan goal of reunification. Examples of some elements necessary to reach a goal of family reunification are stable housing, stable employment, transportation, vocational training, education, and continued prevention services to maintain sobriety. A case manager will be required to apply for these funds through a designee assigned by Children's Home Society of Florida.

EXHIBIT "B"

**REIMBURSABLE EXPENSES
SCHEDULE OF PAYMENTS**

Service/Program: Family Drug Court Incidental Fund

MAXIMUM AMOUNT AUTHORIZED \$20,000

BUDGET DATA

Payment will be made only for the below stated cost categories.

COST CATEGORY

1. Clothing
2. Housing
3. Furniture
4. Transportation
5. Food
6. Medical
7. Utilities
8. Out of Pocket Co-Payments
9. Education
10. Phone
11. Other allowable expenses, not otherwise categorized

MAXIMUM AMOUNT REIMBURSABLE EXPENSES \$20,000.

All reimbursable expenses shall be reimbursed only at cost. A copy of the original receipt and cancelled check must be attached to the invoice for payment.

Reimbursable expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this Contract, and reasonably incurred by the AGENCY directly in connection with the AGENCY'S performance of its duties and Scope of Work pursuant to this Contract.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SZ

DATE (MM/DD/YYYY):
05/06/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER GHG Insurance A Division of Sthie Ins Group 751 Oak St. Suite 100 Jacksonville, FL 32204	904-421-8600 904-421-8601	CONTACT NAME PHONE FAX No. EXT. E-MAIL ADDRESS PRODUCER CUSTOMER ID # CHILD-8	INSURERS AFFORDING COVERAGE INSURER A: Old Dominion Insurance Company INSURER B: First Nonprofit Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 40231
INSURED The Children's Home Society of Florida 1485 S. Semoran Blvd. #1448 Winter Park, FL 32792				

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

TYPE	TYPE OF INSURANCE	DOC. FORM INSR. NO.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXPI. (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUP <input type="checkbox"/> GEN. AGGR. DATE LIMIT APPLIES PER POLICY: <input type="checkbox"/> PER <input type="checkbox"/> LOC	X	TMP0919710-11	05/01/11	05/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO PROPERTY \$ 100,000 PRODUCT LIABILITY \$ 5,000 MED EXP. (AUT. OR PERSONAL) \$ 1,000,000 PERSONAL & ADY. INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS-COMPLIANCE \$ 1,000,000 EBL \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRE AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> COMP DED \$250		BIG10566	10/15/10	10/15/11	COMBINED SINGLE LIMIT (E&B) \$ 1,000,000 BODILY INJURY (PERSONAL) \$ BODILY INJURY (PERSONAL) \$ PROPERTY DAMAGE (PERSONAL) \$ PROPERTY DAMAGE (PERSONAL) \$
B	<input checked="" type="checkbox"/> UMBRELLA AB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	X CLAIMS-MADE	UXL0907980-11	09/01/11	05/01/12	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROFESSIONAL SERVICE <input type="checkbox"/> OFFICIALS/EMERGENCY SERVICES <input type="checkbox"/> (As Noted in Policy) <input type="checkbox"/> DESCRIPTION OF OPERATIONS:	Y/N				INC. & P. L. (E&B) \$ INC. & P. L. (E&B) \$ E.L. (EACH ACCIDENT) \$ E.L. DISEASE - EMPLOYERS \$ E.L. DISEASE - POLICY LIMIT \$
B	Prof. Liability &		TMP0919710-11	05/01/11	05/01/12	Occurrence 1,000,000
B	Sexual/Phys Abuse		TMP0919710-11	05/01/11	05/01/12	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 10 - Additional Remarks Schedule, if more space is required):
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are additional insured only when required in written contract for GL per Endt 3/2005 PKG1113 and per policy provisions.

CERTIFICATE HOLDER Palm Beach County c/o Public Safety Department Emergency Operations Center 20 South Military Trail West Palm Beach, FL 33415	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>William R. Handaker</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (REISSUE/TTY)
05/09/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 7380 W. Sand Lake Road Suite 390 Orlando, FL 32819 David Dawson	CONTACT NAME Mary Bland PHONE (A/C, Ho, Ext): 407-562-3546 FAX (A/C, Ho): 407-370-3057 E-MAIL: mary_bland@ajg.com ADDRESS: PRODUCER CUSTOMER ID # CHILDREN	INSURER(S) AFFORDING COVERAGE INSURER A: FIRST LIBERTY INS CORP 33588 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES CERTIFICATE NUMBER: 21096452 REVISION NUMBER:

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

INSR	TYPE OF INSURANCE	ADDITIONAL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
CLASS		INSR, NO		(MM/DD/YY)	(MM/DD/YY)	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	NA6-250-280851-010	07/01/10	07/01/11	<input checked="" type="checkbox"/> NO STATE/TERRITORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
A Waiver of Subrogation in favor of Palm Beach County c/o Public Safety Department is included under the Workers' Compensation coverage, End. #WC00313 4/1/1984 as evidenced herein as required by written contract with the named insured.

CERTIFICATE HOLDER Palm Beach County c/o Public Safety Department Emergency Operations Center 20 South Military Trail West Palm Beach, FL 33415 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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marblan
ACORD 25 (2009/09)
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R2010.0654

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the APR 20 2010
day of _____, 20____, by and between Palm Beach
County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners,
hereinafter referred to as the COUNTY, and Drug Testing and Counseling Services, Inc.
[] an individual, [] a partnership, [x] a corporation authorized to do business in the State of Florida,
hereinafter referred to as the CONSULTANT, whose Federal I.D. is 20-321-8543.
In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT
agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation
services in the area of Drug Testing, 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 Nicole
Saunders, telephone no. 561-355-1723.

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

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on October 1, 2009 and complete all services by
September 30, 2012.

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

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. The 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 Sixty nine thousand and three hundred Dollars (\$69,300.00).
The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to
exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis,
or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the
completion of the Scope of Work. 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 CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed zero Dollars (\$0.00), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "B". All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

E. Without changing the contract price, each invoice for payment shall be subject to the Inspector General Contract Fee of .25%, where applicable, to defray costs of the Office of the Inspector General in accordance with Ordinance 2009-049, as may be amended.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

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

of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

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

ARTICLE 6 - PERSONNEL

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

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

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

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

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE

participation of 15% on all County solicitations.

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

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

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

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

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

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

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

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all

times during the life of this Contract, insurance coverage's and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverage's. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.

- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. **Professional Liability** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.
- F. **Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

- G. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage's 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 Public Safety Department
Emergency Operations Center
20 South Military Trail
West Palm Beach, FL 33415
- I. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial, General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "**Additional Insured**" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverage's, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

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

ARTICLE 14 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S 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 CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if

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

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

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Ordinance 2009-049, as may be amended.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY.

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

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

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

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

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 21 - NONDISCRIMINATION

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

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24 - PUBLIC ENTITY CRIMES

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

ARTICLE 25 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 26 - NOTICE

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

be addressed to:

Vince Bonvento, Assistant County Administrator
Public Safety Department
20 South Military Trail
West Palm Beach, Florida 33415

With copy to:

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

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

Laurencio Lira, Executive Director
c/o Drug Testing and Counseling Services, Inc.
2677 Forest Hill Boulevard, Suite 102
West Palm Beach, Florida 33406

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

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

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS:

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

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida

has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER



By: [Signature]
Deputy Clerk

R201010654 APR 20 2010
PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: [Signature]
Chairman Burt Aaronson

WITNESS:

[Signature]
Signature

LAURA CACAKATSANIS
Name (type or print)

[Signature]
Signature

Kole Gillespie
Name (type or print)

CONSULTANT:

Drug Testing and Counseling Services, Inc.
Company Name

[Signature]
Signature

Laurencio Lira
Typed Name

Community Coordinator
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

(corp. seal)

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Department Director

EXHIBIT "A"

SCOPE OF WORK

Background

The Palm Beach County Family Drug Court program is operational under the management of the Palm Beach County Department of Public Safety, Division of Justice Services and the 15th Judicial Circuit. A grant was awarded by the Office of Justice Programs for the period of October 1, 2009 through September 30, 2011 to develop and implement a Drug Court to serve families involved in Dependency Court proceedings due to child abuse and/or neglect. The Family Drug Court program is a rehabilitation program designed to identify, case manage, drug test and provide outpatient and inpatient substance abuse treatment services to substance abusing parents of abused and neglected children.

Responsibilities of Consultant

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

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

A. A restroom facility suitable for collecting urine samples from participants and space suitable for a small, locked refrigerator that shall be used only to store urine samples.

B. Program site(s) accessible to bus routes/public transportation and availability of day and evening sessions suitable for employed participants.

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

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

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

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

EXHIBIT "B"

**SCHEDULE OF PAYMENTS AND PROPOSED BUDGET FOR DRUG TREATMENT
AND TESTING FOR DRUG TESTING AND COUNSELING SERVICES, INC.**

Service	Unit Type	Billing Rate	Estimated Number	Estimated Amount
Drug Tests 5 Panel Test cup or Dade Behring Syva 7 Panel Test	each test	\$14.00	4,950	\$69,300.00
Total Cost / Maximum Amount (not to exceed)				\$69,300.00

From:

07/28/2009 14:02 9543451954

RUSSO INS

PAGE 01/01

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 07/28/2009
PRODUCER Russo Insurance Group 1700 North University Drive #215 Coral Springs FL 33071		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED DRUG TESTING & COUNSELING SERVICES 2677 FOREST HILL BLVD SUITE 102 WEST PALM BEACH FL 33408		
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: GRANITE STATE INSURANCE		
INSURER B: STAR INSURANCE CO.		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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

USER ADD'L LTR. DESCR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	02LX003893176	04/20/2009	04/20/2010	EACH OCCURRENCE \$ 1,000,000
					DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000
					MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 1,000,000
					GEN'L AGGREGATE LMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRD- IDENT <input type="checkbox"/> LOC
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC0412831	06/10/2009	06/10/2010	<input checked="" type="checkbox"/> WC STAT - TAKY INDRS <input type="checkbox"/> OTH- ER \$
					EL EACH ACCIDENT \$ 500,000
					EL DISEASE - EA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LMIT \$ 500,000
A	PROFESSIONAL LIABILITY	04-2001	04/20/2009	04/20/2010	AGGREGATE 3,000,000
					EACH ACT 1,000,000

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

DRUG TESTING & COUNSELING SERVICE

CERTIFICATE HOLDER

CERTIFICATE ISSUED AS EVIDENCE OF INSURANCE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Ralph Russo

© ACORD CORPORATION 1998

DRUG TESTING AND COUNSELING SERVICES, INC
2677 FOREST HILL BLVD. STE-102
WEST PALM BEACH, FL. 33406
(561) 433-0123 (561) 967-3484

Date: 10/06/2009

To: Palm Beach County Board of County Commissioners.

This letter is to inform you that Drug Testing and Counseling Services does not transport any client to our facility nor does Drug Testing & Counseling Services transport any client away from our facility. Drug Testing and Counseling Services does not own any vehicles.

Thank You



Laurencio Lira
Community Coordinator