



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

Fiscal Years	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Capital Expenditures					
Operating Costs	34,000				
External Revenues	(34,000)				
Program Income (County)					
In-Kind Match (County)					
<b>Net Fiscal Impact</b>	<u>0</u>				
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	-				

Is Item Included In Current Budget? Yes x No \_\_\_\_\_

Budget Account Exp No: Fund 1437 Department 662 Unit 5242 Object 3401  
 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 Sebold

**III. REVIEW COMMENTS**

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

[Signature]  
 OFMB 12/19

[Signature]  
 Contract Administration  
 1-10-14 B Wheeler

**B. Legal Sufficiency:**

[Signature] 1/10/14  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

**Background and Justification (Continued from page 1):** Cohesive linkages among stakeholders in the child welfare, substance abuse treatment, and judicial systems assure that effective communication occurs through family drug court team collaboration, with representatives from all involved systems claiming team membership and providing accountability. This three year grant began on October 1, 2009 and the Family Drug Court Coordinator was hired six months later in April 2010 and the first clients entered the program in July 2010. Therefore, a request to extend the grant from September 30, 2012 to September 30, 2013 was approved. On April 20, 2010 and May 17, 2011, the Board of County Commissioners approved agreements with Drug Testing and Counseling Services, Inc. in the amount of \$69,300 and Children's Home Society of Florida in the amount of \$20,000 respectively.

**AGREEMENT REINSTATING AND AMENDING THE TERMS OF ORIGINAL AGREEMENT, AS AMENDED WITH CHILDREN'S HOME SOCIETY OF FLORIDA TO PROVIDE SOCIAL SERVICES TO FAMILY DRUG COURT CLIENTS**

**THIS AGREEMENT** (hereinafter "Agreement") dated \_\_\_\_\_, 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 "COUNTY,") and The Children's Home Society of Florida (hereinafter referred to as the "CONSULTANT") whose Federal ID is 59-0192430), reinstates and amends the Original Agreement ("Original Agreement" R-2011-0776) dated May 17, 2011, as amended on December 4, 2012 (R-2012-1847) to provide social services to the Family Drug Court Program.

**WITNESSETH:**

**WHEREAS**, the COUNTY and the CONSULTANT entered into the Original Agreement (R-2011-0776) on May 17, 2011, with an effective date of April 1, 2011, and a termination date of September 30, 2012, stemming from the Office of Justice Programs FY 2009 Family Drug Court Program Grant, of which CONSULTANT received a contract from the COUNTY not to exceed \$20,000; and

**WHEREAS**, the Original Contract was amended (R-2012-1847) to increase the contract price an additional \$20,400 and extended the termination date until September 30, 2013; and

**WHEREAS**, the total underlying grant funds have not fully been expended through no fault of the parties; and

**WHEREAS** the Office of Justice Programs has approved the County's revised budget allowing for the redistribution of funds to this CONSULTANT in the amount of \$12,000, as well as an extension of time to continue the Family Drug Court Program until September 30, 2014.

**NOW THEREFORE**, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereto agree as follows:

1. The Original Agreement (R-2011-0776), as amended (R-2012-1847), is reinstated in its entirety.
2. The termination date as referenced in Article 2 (Schedule) of the Original Agreement is amended to September 30, 2014.
3. The contract price as referenced in Article 3 (Payments to Consultant) in the Original Agreement is increased an additional \$12,000, making the total amount to be paid by COUNTY to the CONSULTANT for social services under the Original Agreement, as amended, an amount not to exceed \$52,400. The new schedule of payments, as amended and referenced herein, is attached hereto as "Exhibit BB - Schedule for Payment - as Amended" showing the new total budget.
4. All other provisions of said Original Agreement, as amended, are hereby confirmed, and except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

Family Drug Court Program (Children's Home Society)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement reinstating and amending the terms of the Original Agreement (R-2011-0776), as amended (R-2012-1847), to be executed by their officials thereupon duly authorized.

ATTEST:

SHARON R. BOCK  
Clerk & Comptroller

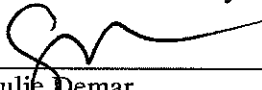
PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Priscilla Taylor, Mayor

CONSULTANT:

Children's Home Society of Florida

By:   
Julie Demar  
Executive Director

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Vincent Bonvento  
Director of Public Safety

EXHIBIT "BB"

Schedule for Payment as Amended

Reimbursable Expenses  
[Reinstating and Amending Original  
Agreement (R-2011-0776), as amended (R-2012-1847)]

Costs for Project Period April 1, 2011 – September 30, 2014

Service/Program: Family Drug Court Incidental Fund

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

Original contract amount (April 1, 2011- Sept 2012)	\$20,000
Amendment – Increase for FY 2013:	\$20,400
Amendment - Increase for FY 2014:	\$12,000

**MAXIMUM TOTAL AMOUNT FOR REIMBURSEABLE EXPENSES      \$52,400**

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 expenses as authorized by the COUNTY pursuant to this AGREEMENT, and reasonably incurred by the CONSULTANT directly in connection with the CONSULTANT'S performance of its duties and Scope of Work pursuant to this Agreement.

No effort on behalf of children is ever wasted.



Embracing Children.  
Inspiring Lives.

August 21, 2013

To Whom It May Concern:

Please be advised that Julie Demar has been named as 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.

David A. Bundy  
President/CEO  
Shelley Katz  
Secretary/COO  
Robert J. Wydra, Jr.  
Treasurer/CFO  
Frank D. Gonzalez, Esq.  
General Counsel

**Board of Directors**

Martin Rubin  
Chair  
Charles L. Cromer  
Vice Chair

Richard Adams  
Samuel P. Bell, III  
Dr. Jacqueline Chang  
Dan DiGiacomo  
Jeff Gordon  
Michele Greene  
Kent Guinn  
Frank Gulisano  
Eric Jackson  
Laura Kolkman  
Larisa F. Perry  
Sean Pittman  
Cindy Pullen  
Valerie Seidel  
Jalal "Jay" Shehadeh  
Miguel Viyella  
Victoria Weber

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 21<sup>st</sup> day of August, 2013, 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 Fieve  
Notary Public Signature



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

**AGREEMENT REINSTATING AND AMENDING THE TERMS OF  
ORIGINAL AGREEMENT, AS AMENDED WITH DRUG TESTING AND  
COUNSELING SERVICES, INC. TO PROVIDE DRUG TESTING SERVICES TO  
FAMILY DRUG COURT CLIENTS**

**THIS AGREEMENT** (hereinafter "Agreement") dated \_\_\_\_\_, 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 "COUNTY,") and Drug Testing and Counseling Services, Inc. (hereinafter referred to as the "CONSULTANT") whose Federal ID is 20-321-8543), reinstates and amends the Original Agreement ("Original Agreement" R-2010-0654) dated April 20, 2010, as amended on December 4, 2012 (R-2012-1848) to drug testing services to the Family Drug Court Program.

**WITNESSETH:**

**WHEREAS**, the COUNTY and the CONSULTANT entered into the Original Agreement (R-2010-0654) on April 20, 2010, with an effective date of October 1, 2009, and a termination date of September 30, 2012, stemming from the Office of Justice Programs FY 2009 Family Drug Court Program Grant, of which CONSULTANT received a contract from the COUNTY not to exceed \$69,300; and

**WHEREAS**, the Original Contract was amended (R-2012-1848) to extend the termination date until September 30, 2013; and

**WHEREAS**, the total underlying grant funds have not fully been expended through no fault of the parties; and

**WHEREAS** the Office of Justice Programs has approved the County's revised budget allowing for the redistribution of funds to this CONSULTANT in the amount of \$22,000, as well as an extension of time to continue the Family Drug Court Program until September 30, 2014.

**NOW THEREFORE**, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereto agree as follows:

1. The Original Agreement (R-2010-0654), as amended (R-2012-1848), is reinstated in its entirety.
2. The termination date as referenced in Article 2 (Schedule) of the Original Agreement is amended to September 30, 2014.
3. The contract price as referenced in Article 3 (Payments to Consultant) in the Original Agreement is increased an additional \$22,000, making the total amount to be paid by COUNTY to the CONSULTANT for social services under the Original Agreement, as amended, an amount not to exceed \$91,300. The new schedule of payments, as amended and referenced herein, is attached hereto as "Exhibit BB - Schedule for Payment - as Amended" showing the new total budget.
4. All other provisions of said Original Agreement, as amended, are hereby confirmed, and except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.



Family Drug Court Program (Drug Testing and Counseling Services, Inc.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement reinstating and amending the terms of the Original Agreement (R-2010-0654), as amended (R-2012-1848), to be executed by their officials thereupon duly authorized.

ATTEST:

SHARON R. BOCK  
Clerk & Comptroller

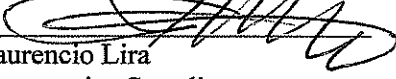
PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Priscilla Taylor, Mayor

CONSULTANT:

Drug Testing and Counseling Services, Inc.

By:   
Laurencio Lira  
Community Coordinator

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Vincent Bonvento  
Director of Public Safety

**EXHIBIT "BB"**

**Schedule for Payment as Amended**

**Reimbursable Expenses  
[Reinstating and Amending Original  
Agreement (R-2010-0654), as amended (R-2012-1848)]**

**Costs for Project Period October 1, 2009 – September 30, 2014**

Service/Program: Family Drug Court Drug testing

**BUDGET DATA**

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

**COST CATEGORY**

1. Service: Drug Testing - 5 panel test cup or Dade Behring Syva 7 Panel test  
Unit Price: \$14.00

Original contract amount (October 1, 2009- Sept 2012)	\$69,300
Amendment - Increase for FY 2014:	\$22,000

**MAXIMUM TOTAL AMOUNT FOR REIMBURSEABLE EXPENSES      \$91,300**

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.

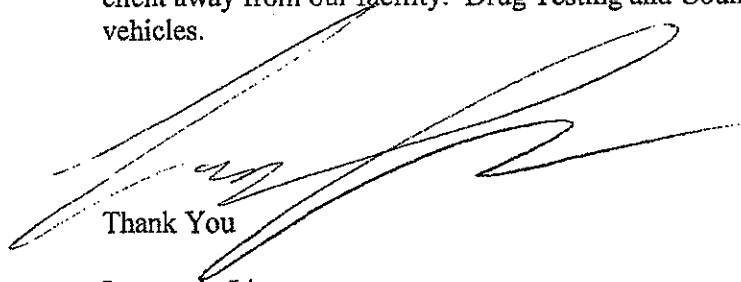
Reimbursable expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this AGREEMENT, and reasonably incurred by the CONSULTANT directly in connection with the CONSULTANT'S performance of its duties and Scope of Work pursuant to this Agreement.

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

Date: 08/15/2012

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

Change Project Period GAN

- [All Active](#)
- [Change Requested](#)
- [Approved](#)
- [Denied](#)
- [Draft](#)
- [Create Grant Adjustment](#)

[Help/Frequently Asked Questions](#)



US DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

**GRANT ADJUSTMENT NOTICE**

Grantee Information				
<b>Grantee Name:</b>	Palm Beach County	<b>Project Period:</b>	10/01/2009 - 09/30/2014	<b>GAN Number:</b> 005
<b>Grantee Address:</b>	301 NORTH OLIVE AVENUE WEST PALM BEACH, 33401	<b>Program Office:</b>	OJJDP	<b>Date:</b> 07/17/2013
<b>Grantee DUNS Number:</b>	07-847-0481	<b>Grant Manager:</b>	Angela Parker	
<b>Grantee EIN:</b>	59-6000789	<b>Application Number(s):</b>	2009-56054-FL-DC	
<b>Vendor #:</b>	596000789	<b>Award Number:</b>	2009-DC-BX-0115	
<b>Project Title:</b>	Palm Beach County Family Drug Court Program	<b>Award Amount:</b>	\$484,907.00	

Change Project Period				
<b>Current Grant Period:</b>	Month: <input type="text" value="47"/>	Day: <input type="text" value="29"/>	<b>New Grant Period:</b>	Month: <input type="text" value="59"/> Day: <input type="text" value="29"/>
<b>Project Start Date:</b>	10/01/2009		<b>*New Project Start Date:</b>	10/01/2009
<b>Project End Date:</b>	09/30/2013		<b>*New Project End Date:</b>	09/30/2014

**\*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 project for an additional 12 months. A budget detail worksheet for the additional 12 months is attached.

**Attachments:**

Filename:	User:	Timestamp:	Action:
budget_detail for grant adjustment 2014.pdf	NSaunders1	07/02/2013 11:03 AM	<input type="button" value="Delete Attachment"/>
Explanation July 1 2013.pdf	NSaunders1	07/02/2013 11:04 AM	<input type="button" value="Delete Attachment"/>

**Actions:**

**Audit Trail:**

Description:	Role:	User:	Timestamp:	Note:
Approved-Final	OCFMD - Financial Analyst	SYSTEM_USER	07/17/2013 12:01 PM	View Note
Submitted	PO - Grant Manager	NSaunders1	07/02/2013 11:06 AM	View Note
Draft	EXTERNAL - External User	NSaunders1	07/02/2013 11:01 AM	View Note

Attachment # 3