

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: March 11, 2014     Consent     Regular  
     Ordinance     Public Hearing

**Department: CRIMINAL JUSTICE COMMISSION**

**Submitted By: CRIMINAL JUSTICE COMMISSION**

**Submitted For: CRIMINAL JUSTICE COMMISSION**

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to **A) Receive and File** (11) eleven grant adjustment notices to extend the term of the grant with the US Department of Justice, Bureau of Justice Assistance for the Adult Drug Court program, (R-2012-0171) through September 30, 2014; and **B) Approve** contracts with the below listed agencies for substance abuse treatment for the period October 1, 2013 through September 30, 2014.

- (a)** Counseling Services of Lake Worth Inc. for \$40,000;
- (b)** Drug Abuse Foundation of Palm Beach County, Inc. for \$31,200; and
- (c)** Drug Testing and Counseling Services, Inc. for \$20,000.

**Summary:** Since 2011, Palm Beach County has used the award from the US Department of Justice to facilitate the expansion and enhancement of Palm Beach County Drug Court. Using the prescription drug epidemic and subsequent reaction by state and local law enforcement, Palm Beach County wrote and received this grant to make inroads into the problem. The grant has allowed additional clients to participate in the Adult Drug Court program who have a particular addiction to prescription drugs. The grant has increased the participation of the specialized component within Adult Drug Court. As the grant neared its planned end, staff foresaw that all the funding would not be spent, since there was a continued need for this modality, a grant extension was requested as the government shutdown was pending. Staff reassignments at the US Department of Justice created the delay in the finalization of the extension. In addition, Alton Taylor has disclosed that he is employed by the Drug Abuse Foundation of Palm Beach County, Inc. and is a member of the Public Safety Coordinating Council. The Council provides no regulation, oversight, management, or policy-setting recommendations regarding the subject contracts. Disclosure of this contractual relationship at a duly noted public meeting is being provided in accordance with the provisions of Sec. 2-433, of the Palm Beach County Code of Ethics. Authority was approved on January 24, 2012 in R-2012-0171. **Countywide (PE).**

**Background and Justification:** The Palm Beach County Criminal Justice Commission has been involved in Drug Court since its inception over 10 years ago. Funding Adult Drug Court is one of the cornerstone programs of the Commission. Thirty new participants will be treated through Drug Court over this next period using innovative treatment, increased screening and testing, and new innovations in counseling therapy. The new participants will be an attempt to decrease the number of deaths due to overdoses, vehicular accidents, and the proliferation of pill mills.

**Attachments:**

1. Grant Adjustment Notices (11) eleven from US Department of Justice
2. Contracts with Counseling Services of Lake Worth, FL, Inc.
3. Contract with the Drug Abuse Foundation of Palm Beach County, Inc.
4. Contract for Drug Testing and Counseling Services, Inc.

**Recommended by:**  \_\_\_\_\_ **Date** 2-12-14

**Approved By:**  \_\_\_\_\_ **Date** 2/18/14

**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	<u>91,200</u>	_____	_____	_____	_____
External Revenues	<u>(91,200)</u>	_____	_____	_____	_____
Program Income (County)	<u>-0-</u>	_____	_____	_____	_____
In-Kind Match (County)	<u>-0-</u>	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>-0-</u>	_____	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	_____	_____	_____	_____

Is Item Included In Current Budget? Yes x No \_\_\_\_\_  
 Budget Account No.: Fund 1507 Department 762 Unit 7696  
 Object var Reporting Category \_\_\_\_\_

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

**C. Departmental Fiscal Review:**

**III. REVIEW COMMENTS**

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

[Signature] 2/13/14  
 OFMB  
 2/12/14  
 2/13/14

[Signature] 2/14/14  
 Contract Dev. and Control  
 2-14-14

**B. Legal Sufficiency:**

[Signature] 2/18/14  
 Assistant County Attorney

**C. Other Department Review:**

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



Removal of Special Conditions Related to Financial Clearance GAN



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**GRANT ADJUSTMENT NOTICE**

Grantee Information			
<b>Grantee Name:</b>	Palm Beach County Board of County Commissioners	<b>Project Period:</b>	10/01/2011 - 09/30/2014
<b>Grantee Address:</b>	301 North Olive Avenue West Palm Beach, 33401	<b>Program Office:</b>	BJA
<b>Grantee DUNS Number:</b>	07-847-0481	<b>Grant Manager:</b>	Tracy Lee-Williams
<b>Grantee EIN:</b>	59-6000789	<b>Application Number(s):</b>	2011-H3632-FL-DC
<b>Vendor #:</b>	596000789	<b>Award Number:</b>	2011-DC-BX-0029
<b>Project Title:</b>	Palm Beach County Adult Drug Court Enhancement Project	<b>Award Amount:</b>	\$200,000.00

Removal of Special Conditions Related to Financial Clearance		
<b>Supplement 00</b>		
<input type="checkbox"/>	<b>Special Condition Number</b>	<b>Special Condition Title</b>
<input checked="" type="checkbox"/>	Special Condition 19	Conditional Clearance
<input type="checkbox"/>		<b>Status</b>
		Inactive
<b>Current Grantee Budget</b>		
<b>Categories</b>	<b>Total</b>	
A. Personnel	\$66703	
B. Fringe Benefits	\$0	
C. Travel	\$11160	
D. Equipment	\$0	
E. Supplies	\$0	
F. Construction	\$0	
G. Contractual	\$0	
H. Other	\$188840	
<b>TOTAL DIRECT COST</b>	<b>\$266703</b>	
<b>INDIRECT COST</b>	<b>\$0</b>	
<b>TOTAL PROJECT COST</b>	<b>\$266703</b>	
<b>FEDERAL FUNDS APPROVED</b>	<b>\$200000</b>	
<b>NON-FEDERAL FUNDS APPROVED</b>	<b>\$66703</b>	
<b>PROGRAM INCOME</b>	<b>\$0</b>	
<b>*Required Justification for Removal</b>		
Final Clearance Match is required at 25% for this grant program. The required match has been met. The non-federal share that has been incorporated in the approved budget is mandatory and subject to		
<b>Attachments:</b>		
None		
<b>Actions:</b>		
<input type="button" value="Close"/>		



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Grantee Information				
<b>Grantee Name:</b>	Palm Beach County Board of County Commissioners	<b>Project Period:</b>	10/01/2011 - 09/30/2014	<b>GAN Number:</b> 003
<b>Grantee Address:</b>	301 North Olive Avenue West Palm Beach, 33401	<b>Program Office:</b>	BJA	<b>Date:</b> 02/01/2012
<b>Grantee DUNS Number:</b>	07-847-0481	<b>Grant Manager:</b>	Tracy Lee-Williams	
<b>Grantee EIN:</b>	59-6000789	<b>Application Number(s):</b>	2011-H3632-FL-DC	
<b>Vendor #:</b>	596000789	<b>Award Number:</b>	2011-DC-BX-0029	
<b>Project Title:</b>	Palm Beach County Adult Drug Court Enhancement Project	<b>Award Amount:</b>	\$200,000.00	
Release Funds				
Accepted Amount: 200,000.00				
Disbursed Amount: 000.00				
Available Amount: 200,000.00				
Release Amount				
Percentage Release: 100 %				
Amount Release: 200,000.00				
Module: Financial Status Report				
*Required Justification for Release Funds:				
The overdue Financial Status Report(s) have been submitted. The Grantee is in compliance with all financial reporting requirements.				
Attachments:				
None				
Actions:				
<input type="button" value="Close"/>				
<input type="button" value="Printer Friendly Version"/>				
Audit Trail:				
Description:	Role:	User:	Timestamp:	Note:
Approved-Final	OC - Accounting Supervisor	SYSTEM_USER	02/01/2012 11:18 AM	<a href="#">View Note</a>



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Grantee Information				
<b>Grantee Name:</b>	Palm Beach County Board of County Commissioners	<b>Project Period:</b>	10/01/2011 - 09/30/2014	<b>GAN Number:</b> 004
<b>Grantee Address:</b>	301 North Olive Avenue West Palm Beach, 33401	<b>Program Office:</b>	BJA	<b>Date:</b> 05/01/2012
<b>Grantee DUNS Number:</b>	07-847-0481	<b>Grant Manager:</b>	Tracy Lee-Williams	
<b>Grantee EIN:</b>	59-6000789	<b>Application Number(s):</b>	2011-H3632-FL-DC	
<b>Vendor #:</b>	596000789	<b>Award Number:</b>	2011-DC-BX-0029	
<b>Project Title:</b>	Palm Beach County Adult Drug Court Enhancement Project	<b>Award Amount:</b>	\$200,000.00	
Hold Funds				
Accepted Amount: 200,000.00				
Disbursed Amount: 000.00				
Available Amount: 200,000.00				
Hold Amount				
Percentage Hold: 100 %				
Amount Hold: 200,000.00				
Module: Financial Status Report				
*Required Justification for Hold Funds:				
<p>All contacts with the grantee regarding these delinquent financial reports have been documented. As of this date, the grantee has not complied with their financial reporting requirements. Therefore, this grantee's funds</p>				
Attachments:				
None				
Actions:				
<input type="button" value="Close"/>				
<input type="button" value="Printer Friendly Version"/>				
Audit Trail:				
Description:	Role:	User:	Timestamp:	Note:
Approved-Final	OC - Accounting Supervisor	SYSTEM_USER	05/01/2012 3:26 AM	View Note



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Grantee Information				
<b>Grantee Name:</b>	Palm Beach County Board of County Commissioners	<b>Project Period:</b>	10/01/2011 - 09/30/2014	<b>GAN Number:</b> 007
<b>Grantee Address:</b>	301 North Olive Avenue West Palm Beach, 33401	<b>Program Office:</b>	BJA	<b>Date:</b> 10/31/2012
<b>Grantee DUNS Number:</b>	07-847-0481	<b>Grant Manager:</b>	Tracy Lee-Williams	
<b>Grantee EIN:</b>	59-6000789	<b>Application Number(s):</b>	2011-H3632-FL-DC	
<b>Vendor #:</b>	596000789	<b>Award Number:</b>	2011-DC-BX-0029	
<b>Project Title:</b>	Palm Beach County Adult Drug Court Enhancement Project	<b>Award Amount:</b>	\$200,000.00	
Release Funds				
Accepted Amount: 200,000.00				
Disbursed Amount: -22,936.41				
Available Amount: 177,063.59				
Release Amount				
Percentage Release: 100 %				
Amount Release: 177,063.59				
Module: Financial Status Report				
*Required Justification for Release Funds:				
The overdue Financial Status Report(s) have been submitted. The Grantee is in compliance with all financial reporting requirements.				
Attachments:				
None				
Actions:				
<input type="button" value="Close"/>				
<input type="button" value="Printer Friendly Version"/>				
Audit Trail:				
Description:	Role:	User:	Timestamp:	Note:
Approved-Final	OC - Accounting Supervisor	SYSTEM_USER	10/31/2012 9:08 AM	View Note



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Grantee Information				
<b>Grantee Name:</b>	Palm Beach County Board of County Commissioners	<b>Project Period:</b>	10/01/2011 - 09/30/2014	<b>GAN Number:</b> 011
<b>Grantee Address:</b>	301 North Olive Avenue West Palm Beach, 33401	<b>Program Office:</b>	BJA	<b>Date:</b> 02/19/2013
<b>Grantee DUNS Number:</b>	07-847-0481	<b>Grant Manager:</b>	Tracy Lee-Williams	
<b>Grantee EIN:</b>	59-6000789	<b>Application Number(s):</b>	2011-H3632-FL-DC	
<b>Vendor #:</b>	596000789	<b>Award Number:</b>	2011-DC-BX-0029	
<b>Project Title:</b>	Palm Beach County Adult Drug Court Enhancement Project	<b>Award Amount:</b>	\$200,000.00	
Release Funds				
Accepted Amount: 200,000.00				
Disbursed Amount: -32,929.41				
Available Amount: 167,070.59				
Release Amount				
Percentage Release: 100 %				
Amount Release: 167,070.59				
Module: Progress Report				
<b>*Required Justification for Release Funds:</b>				
The overdue Progress Report(s) have been submitted. The Grantee is in compliance with all reporting requirements.				
<b>Attachments:</b>				
None				
<b>Actions:</b>				
<input type="button" value="Close"/>				
<input type="button" value="Printer Friendly Version"/>				
<b>Audit Trail:</b>				
<b>Description:</b>	<b>Role:</b>	<b>User:</b>	<b>Timestamp:</b>	<b>Note:</b>
Approved-Final	OC - Accounting Supervisor	cartera	02/19/2013 2:52 PM	<a href="#">View Note</a>
Submitted	OC - Accounting Analyst	SYSTEM_USER	02/14/2013 10:46 AM	<a href="#">View Note</a>



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Grantee Information					
<b>Grantee Name:</b>	Palm Beach County Board of County Commissioners	<b>Project Period:</b>	10/01/2011 - 09/30/2014	<b>GAN Number:</b>	012
<b>Grantee Address:</b>	301 North Olive Avenue West Palm Beach, 33401	<b>Program Office:</b>	BJA	<b>Date:</b>	03/15/2013
<b>Grantee DUNS Number:</b>	07-847-0481	<b>Grant Manager:</b>	Tracy Lee-Williams		
<b>Grantee EIN:</b>	59-6000789	<b>Application Number(s):</b>	2011-H3632-FL-DC		
<b>Vendor #:</b>	596000789	<b>Award Number:</b>	2011-DC-BX-0029		
<b>Project Title:</b>	Palm Beach County Adult Drug Court Enhancement Project	<b>Award Amount:</b>	\$200,000.00		

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Hold Funds

Report Number	Report Period	Report Due Date	Report Submitted Date	Report Overdue Date	Report Status
2	01/01/2012 - 06/30/2012	07/30/2012	03/19/2013	08/14/2012	Approved

Accepted Amount: 200,000.00  
 Disbursed Amount: -32,929.41  
 Available Amount: 167,070.59

Hold Amount

Percentage Hold: 100 %  
 Amount Hold: 167,070.59  
 Module: Progress Report

\*Required Justification for Hold Funds:

All contacts with the grantee regarding these delinquent reports have been documented. As of this date, the grantee has not complied with their reporting requirements. Therefore, this grantee's funds are hereby frozen until the

Attachments:

None

Actions:

Audit Trail:

Description:	Role:	User:	Timestamp:	Note:
Approved-Final	OC - Accounting Supervisor	SYSTEM_USER	03/15/2013 12:55 AM	View Note





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Grantee Information			
<b>Grantee Name:</b>	Palm Beach County Board of County Commissioners	<b>Project Period:</b>	10/01/2011 - 09/30/2014
<b>Grantee Address:</b>	301 North Olive Avenue West Palm Beach, 33401	<b>Program Office:</b>	BJA
<b>Grantee DUNS Number:</b>	07-847-0481	<b>Grant Manager:</b>	Tracy Lee-Williams
<b>Grantee EIN:</b>	59-6000789	<b>Application Number(s):</b>	2011-H3632-FL-DC
<b>Vendor #:</b>	596000789	<b>Award Number:</b>	2011-DC-BX-0029
<b>Project Title:</b>	Palm Beach County Adult Drug Court Enhancement Project	<b>Award Amount:</b>	\$200,000.00

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**Release Funds**

Accepted Amount: 200,000.00  
Disbursed Amount: -32,929.41  
Available Amount: 167,070.59

**Release Amount**

Percentage Release: 100 %  
Amount Release: 167,070.59  
Module: Progress Report

**\*Required Justification for Release Funds:**

The overdue Progress Report(s) have been submitted. The Grantee is in compliance with all reporting requirements.

**Attachments:**

None

**Actions:**

**Audit Trail:**

Description:	Role:	User:	Timestamp:	Note:
Approved-Final	OC - Accounting Supervisor	cartera	03/19/2013 10:16 AM	View Note
Submitted	OC - Accounting Analyst	SYSTEM_USER	03/19/2013 9:39 AM	View Note



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Grantee Information			
<b>Grantee Name:</b>	Palm Beach County Board of County Commissioners	<b>Project Period:</b>	10/01/2011 - 09/30/2014
<b>Grantee Address:</b>	301 North Olive Avenue West Palm Beach, 33401	<b>Program Office:</b>	BJA
<b>Grantee DUNS Number:</b>	07-847-0481	<b>Grant Manager:</b>	Tracy Lee-Williams
<b>Grantee EIN:</b>	59-6000789	<b>Application Number(s):</b>	2011-H3632-FL-DC
<b>Vendor #:</b>	596000789	<b>Award Number:</b>	2011-DC-BX-0029
<b>Project Title:</b>	Palm Beach County Adult Drug Court Enhancement Project	<b>Award Amount:</b>	\$200,000.00

Hold Funds
Accepted Amount: 200,000.00
Disbursed Amount: -67,808.41
Available Amount: 132,191.59

Hold Amount
Percentage Hold: 100 %
Amount Hold: 132,191.59
Module: Financial Status Report

**\*Required Justification for Hold Funds:**

All contacts with the grantee regarding these delinquent financial reports have been documented. As of this date, the grantee has not complied with their financial reporting requirements. Therefore, this grantee's funds

**Attachments:**  
None

**Actions:**

**Audit Trail:**

Description:	Role:	User:	Timestamp:	Note:
Approved-Final	OC - Accounting Supervisor	SYSTEM_USER	07/31/2013 2:12 AM	View Note



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Grantee Information			
<b>Grantee Name:</b>	Palm Beach County Board of County Commissioners	<b>Project Period:</b>	10/01/2011 - 09/30/2014
<b>Grantee Address:</b>	301 North Olive Avenue West Palm Beach, 33401	<b>Program Office:</b>	BJA
<b>Grantee DUNS Number:</b>	07-847-0481	<b>Grant Manager:</b>	Tracy Lee-Williams
<b>Grantee EIN:</b>	59-6000789	<b>Application Number(s):</b>	2011-H3632-FL-DC
<b>Vendor #:</b>	596000789	<b>Award Number:</b>	2011-DC-BX-0029
<b>Project Title:</b>	Palm Beach County Adult Drug Court Enhancement Project	<b>Award Amount:</b>	\$200,000.00

Release Funds
Accepted Amount: 200,000.00
Disbursed Amount: -67,808.41
Available Amount: 132,191.59

Release Amount
Percentage Release: 100 %
Amount Release: 132,191.59
Module: Financial Status Report

**\*Required Justification for Release Funds:**

The overdue Financial Status Report(s) have been submitted. The Grantee is in compliance with all financial reporting requirements.

**Attachments:**  
None

**Actions:**

**Audit Trail:**

Description:	Role:	User:	Timestamp:	Note:
Approved-Final	OC - Accounting Supervisor	SYSTEM_USER	07/31/2013 10:28 AM	<a href="#">View Note</a>



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Grantee Information					
<b>Grantee Name:</b>	Palm Beach County Board of County Commissioners	<b>Project Period:</b>	10/01/2011 - 09/30/2014	<b>GAN Number:</b>	016
<b>Grantee Address:</b>	301 North Olive Avenue West Palm Beach, 33401	<b>Program Office:</b>	BJA	<b>Date:</b>	08/14/2013
<b>Grantee DUNS Number:</b>	07-847-0481	<b>Grant Manager:</b>	Tracy Lee-Williams		
<b>Grantee EIN:</b>	59-6000789	<b>Application Number(s):</b>	2011-H3632-FL-DC		
<b>Vendor #:</b>	596000789	<b>Award Number:</b>	2011-DC-BX-0029		
<b>Project Title:</b>	Palm Beach County Adult Drug Court Enhancement Project	<b>Award Amount:</b>	\$200,000.00		

Hold Funds					
Report Number	Report Period	Report Due Date	Report Submitted Date	Report Overdue Date	Report Status
4	01/01/2013 - 06/30/2013	07/30/2013	08/14/2013	08/14/2013	Approved

Accepted Amount: 200,000.00  
 Disbursed Amount: -67,808.41  
 Available Amount: 132,191.59

Hold Amount	
Percentage Hold:	100 %
Amount Hold:	132,191.59
Module:	Progress Report

**\*Required Justification for Hold Funds:**

All contacts with the grantee regarding these delinquent reports have been documented. As of this date, the grantee has not complied with their reporting requirements. Therefore, this grantee's funds are hereby frozen until the

**Attachments:**

None

**Actions:**

**Audit Trail:**

Description:	Role:	User:	Timestamp:	Note:
Approved-Final	OC - Accounting Supervisor	SYSTEM_USER	08/14/2013 1:01 AM	View Note



Change Project Period GAN



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Grantee Information			
<b>Grantee Name:</b>	Palm Beach County Board of County Commissioners	<b>Project Period:</b>	10/01/2011 - 09/30/2014
<b>Grantee Address:</b>	301 North Olive Avenue West Palm Beach, 33401	<b>Program Office:</b>	BJA
<b>Grantee DUNS Number:</b>	07-847-0481	<b>Grant Manager:</b>	Tracy Lee-Williams
<b>Grantee EIN:</b>	59-6000789	<b>Application Number(s):</b>	2011-H3632-FL-DC
<b>Vendor #:</b>	596000789	<b>Award Number:</b>	2011-DC-BX-0029
<b>Project Title:</b>	Palm Beach County Adult Drug Court Enhancement Project	<b>Award Amount:</b>	\$200,000.00

Change Project Period			
<b>Current Grant Period:</b>	Month: 23 Day: 29	<b>New Grant Period:</b>	Month: 35 Day: 29
<b>Project Start Date:</b>	10/01/2011	<b>*New Project Start Date:</b>	10/01/2011
<b>Project End Date:</b>	09/30/2013	<b>*New Project End Date:</b>	09/30/2014

**\*Required Justification for Change Project Period:**  
 Palm Beach County Criminal Justice Commission would like to change the end date of the grant extending it to 9/30/14. There was a delay in the start up period of the grant.

**Attachments:**

Filename:	User:	Timestamp:	Action:
extension letter.docx	PBCBCCPROGRAM	07/08/2013 11:34 AM	Delete Attachment

**Actions:**

**Audit Trail:**

Description:	Role:	User:	Timestamp:	Note:
Approved-Final	OCFMD - Financial Analyst	SYSTEM_USER	08/29/2013 12:00 PM	<a href="#">View Note</a>
Submitted	PO - Grant Manager	PBCBCCPROGRAM	08/05/2013 4:19 PM	<a href="#">View Note</a>
Draft	EXTERNAL - External User	PBCBCCPROGRAM	08/05/2013 4:18 PM	<a href="#">View Note</a>
Change Requested	EXTERNAL - External User	williamt	08/05/2013 4:06 PM	<a href="#">View Note</a>
Change Requested	PO - Grant Manager	williamt	08/05/2013 4:06 PM	<a href="#">View Note</a>
Change Requested	EXTERNAL - External User	williamt	07/30/2013 7:12 AM	<a href="#">View Note</a>
Change Requested	PO - Grant Manager	williamt	07/30/2013 7:12 AM	<a href="#">View Note</a>
Submitted	PO - Grant Manager	PBCBCCPROGRAM	07/11/2013 10:02 AM	<a href="#">View Note</a>
Change Requested	PO - Grant Manager	williamt	07/10/2013 10:09 PM	<a href="#">View Note</a>
Change Requested	EXTERNAL - External User	williamt	07/10/2013 10:09 PM	<a href="#">View Note</a>
Submitted	PO - Grant Manager	PBCBCCPROGRAM	07/08/2013 11:34 AM	<a href="#">View Note</a>
Draft	EXTERNAL - External User	PBCBCCPROGRAM	07/08/2013 11:34 AM	<a href="#">View Note</a>

User: williamt  
 Action: Change Requested  
 Reason: Please change the project period end date to 2014 and resubmit

## CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

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 COUNSELING SERVICES OF LAKE WORTH, INC with an address of 416 North Dixie Highway, Lake Worth, FL. 33460, a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is 20-0637672.

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 treatment and testing, as more specifically set forth in the Scope of Work detailed in Exhibit "A."

The COUNTY'S representative/liason during the performance of this Contract shall be CJC STAFF (presently Rosalind Murray) telephone no. (561) 355-2332.

The CONSULTANT'S representative/liason during the performance of this Contract shall be Stephen G. Ladd, Executive Director, telephone no. (561) 547-0303.

### ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services for the Prescription Drug Abuse Grant/Track III on October 1, 2013 and complete all services by September 30, 2014.

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 Forty Thousand Dollars (\$40,000.00). 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

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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. Invoices are due 15 days after the end of the reimbursed month.
- C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed \_\_\_\_\_ N/A \_\_\_\_\_ 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. The "final invoice" is due to the COUNTY Finance Department by October 3, 2014. Any invoice received beyond these dates will risk the possibility of not being paid.

#### **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 hereinunder 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 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 are 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 coverages 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 coverages. 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.

**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.

- F. **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 to the policy, 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 specifically prohibits such an endorsement, or which voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- G. **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 coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County  
c/o Michael L. Rodriguez, Criminal Justice Commission

301 North Olive Avenue, Suite 1001  
West Palm Beach, FL 33401-4705

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

#### **ARTICLE 11 - INDEMNIFICATION**

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.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

#### **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, and the Palm Beach County Code of Ethics. 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 judgement 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, judgement, 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, Palm Beach County Code, Sections 2-421 through 2-440, as 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 Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to 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 interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, 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:

Michael L. Rodriguez, Criminal Justice Commission  
301 North Olive Avenue, Suite 1001  
West Palm Beach, FL 33401-4705

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401

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

Stephen G. Ladd, Executive Director  
Counseling Services of Lake Worth, Inc.  
416 North Dixie Highway  
Lake Worth, Florida 33460

**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**

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 shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section.). 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 this section of the Palm Beach County Code.

**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.

**REST OF PAGE LEFT BLANK INTENTIONALLY**

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.

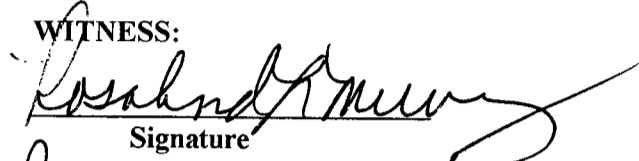
ATTEST:  
SHARON R. BOCK  
CLERK AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

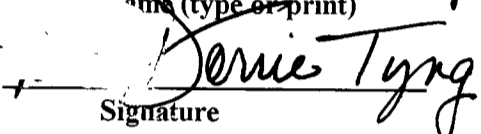
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

WITNESS:

  
Signature

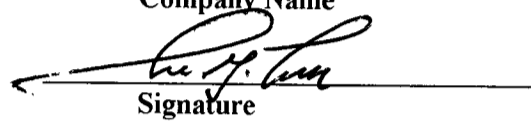
Rosalind L. Murray  
Name (type or print)

  
Signature

DORRIE TYNG  
Name (type or print)

CONSULTANT:

Counseling Services of Lake Worth, Inc.  
Company Name

  
Signature

Stephen G. Ladd,  
Typed Name

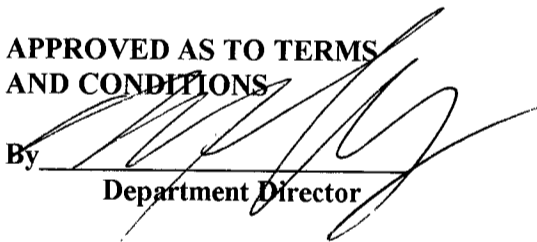
Executive Director  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

(corp. seal)

By \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By   
Department Director

**SCOPE OF WORK**

**BACKGROUND**

The Palm Beach County Adult 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. The program is a cooperative effort between the Board of County Commissioners, Criminal Justice Commission, the Judiciary, State Attorney, Public Defender, Florida Department of Corrections and contracted community-based service providers (the Consultant).

The Palm Beach County Adult Drug Court program is a rehabilitation program designed to identify, case manage, drug test and provide outpatient substance abuse treatment services and inpatient treatment services when necessary, to nonviolent substance-abusing defendants.

**OUTPATIENT SERVICES**

**A. General Services Description**

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:

**B. Office Space in Palm Beach County**

1. Sufficient space to accommodate treatment groups of up to fifteen (15) participants.
2. Separate, secure, private office for individual counseling sessions (i.e. multiple offices within the same office complex).
3. 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.
4. Program site(s) accessible to bus routes/public transportation and availability of day and evening sessions suitable for employed participants.

**C. Clinicians Minimum Criteria**

1. The education, training and experience that is required of a “primary counselor” in accordance with Chapter 397, Florida Statutes, Section 65D-30, Florida Administrative Code and licensing by the DCF.
2. Certified Criminal Justice Addictions Professional (CCJAP) credential preferred or Certified Addictions Professional (CAP) credential or in active pursuit of CCJAP or CAP credential.
3. Dedicated and committed primarily to this program and its goals.
4. Qualified clinicians and clinical supervisors shall be familiar with a minimum set of treatment related topics. The topics are Cognitive Behavioral Therapy, Relapse Prevention, Relapse Intervention, HIV Prevention, Cultural Sensitivity and Competence, Community Reinforcement Approach, Dual Diagnosis, Gender Specific Counseling Techniques, Family Therapy, Motivational Therapy and Moral Reconciliation Therapy (MRT).
5. A minimum of one (1) bi-lingual case manager, who also possesses the above referenced credentials, shall be employed in order to provide services to Spanish speaking participants.

**D. Clinical Supervisor Minimum Criteria**

1. The education, training and experience that is required of a “qualified professional” in accordance with Chapter 397, Florida Statutes, Section 65D-30, Florida Administrative Code, and licensed by DCF.
2. Licensed Clinical Social Worker (LCSW) or Licensed Mental Health Counselor (LMHC) with CCJAP or CAP credential preferred.
3. Experience supervising evaluation and case management programs for criminal justice involved substance-abusing clients.

**E. Treatment Records**

The provider shall maintain complete participant treatment records and on site, as outlined in the Alcohol, Drug Abuse and Mental Health (ADM) licensure requirements, including electronic data, as required by law. Progress reports on each participant shall be submitted weekly in a report and/or electronic format acceptable to the Drug Court.

**F. Substance Abuse Screening and Assessment**

Within fourteen (14) days of application for admission into the program, the Consultant shall

complete a written substance abuse assessment. The assessment tool shall address the severity of addiction as well as the participant's strengths, weaknesses, and motivation.

**G. Individualized Written Treatment Plan**

Within fourteen (14) days of assessment, the Consultant shall develop, together with the program participant, an initial individualized written treatment plan. The treatment provider shall review and update the plan with the participant on a monthly basis.

**H. Group Counseling Sessions**

The Consultant shall facilitate substance abuse outpatient group counseling sessions to program participants on days and times that are most conducive to successful completion of the program to include evenings and weekends. The duration of each outpatient group counseling session shall be ninety (90) minutes. Group size shall not exceed fifteen (15) participants. Examples of some modalities include: Cognitive Behavioral Therapy, Relapse Prevention, Relapse Support, Motivational Enhancement Therapy, the Matrix Model and Community Reinforcement Approach.

**I. Individual Counseling Sessions**

The Consultant shall provide individual counseling sessions to participants. The duration of an individual counseling session shall not be less than sixty (60) minutes. Examples of some of the issues that sessions might address are needs assessment, treatment plans, continuing care plans, stopping illegal substance abuse, impaired functioning, stopping illegal activity, family relationships and social relationships. All participants will be provided with Motivational Enhancement Therapy (M.E.T.).

**J. 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 via fax the list of selected participants and the drugs to be tested that day. The Consultant shall submit the test results at the end of the following 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, OxyContin® (oxycodone) 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.

**K. 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, OxyContin® (oxycodone) 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.

**L. Weekly Staffing and Hearing Meetings**

Each Consultant shall send a treatment liaison to the weekly staffing and hearing meetings of the Drug Court. The liaison shall report information about the participants' treatment progress. The information may include treatment recommendations, missed appointments, and drug test results. The information may also be requested in an electronic format.

**M. Suspension of Treatment**

The Consultant will provide drug treatment to clients referred by the Drug Court. Where possible, the Consultant shall not suspend or withhold ongoing treatment to any client without written approval from the Drug Court Coordinator. The Consultant will first convey a request to suspend ongoing treatment to the Drug Court Coordinator. The Drug Court Coordinator, after consultation with the Drug Court Judge, will provide the Consultant with written approval or disapproval for the request. Only after a written approval is received by the consultant can drug treatment be suspended.



**EXHIBIT "B"**

**SCHEDULE OF PAYMENTS  
COUNSELING SERVICES OF LAKE WORTH, INC.**

The Consultants will prepare and submit monthly invoices to the Drug Court offices. Invoices must include the Drug Court Client Identification Number, client name, dates of services, amount due for each service and the total amount due. Invoices 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 CJC and the Finance Department for payment.

**Prescription Drug Abuse Grant/Track III Participants:**

<b>Service</b>	<b>Unit Type</b>	<b>Billing Rate</b>	<b>Estimated Number</b>	<b>Estimated Amount</b>
Individual Sessions	1 hour	\$58.00	206.9	\$12,000.00
Group Counseling Sessions	1.5 hours	\$22.50	1,244.00	\$28,000.00
			<b>Total</b>	<b>\$40,000.00</b>

Counseling Services of Lake Worth Inc.

416 North Dixie Highway  
Lake Worth, FL 33460  
Phone: (561) 547-0303  
Fax: (561) 547-0050

November 15, 2013

Palm Beach County  
Public Safety Department  
20 S. Military Tr.  
West Palm Beach, FL 33415      Re: CSLW Drug Court Contract

To Whom It May Concern:

Please note the following information:

1. Insurance

C. Business Automobile Liability: CSLW does not own any vehicle or provide any transportation for any CSLW client.

D. Worker's Compensation Insurance: CSLW is not required to carry worker's compensation coverage per FS 440.02(17).

Please feel free to contact me at any time if any additional information is required and/or needed. Thank you for your kind attention to this matter.

Sincerely yours,

  
Stephen C. Ladd, MS LMHC

Executive Director

Counseling Services of Lake Worth Inc.

E-mail: [sladd@cslkw.org](mailto:sladd@cslkw.org)      Web: [www.cslkw.org](http://www.cslkw.org)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/22/2013

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).

<b>PRODUCER</b> Affinity Insurance Services, Inc.  159 East County Line Rd.  Hatboro PA 19040-1216	<b>CONTACT NAME:</b> HPSO <b>PHONE (A/C No. Ext.):</b> 1-888-288-3534 <b>FAX (A/C No.):</b> 1-847-953-4482 <b>E-MAIL ADDRESS:</b>
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> American Casualty Company of Reading, PA <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

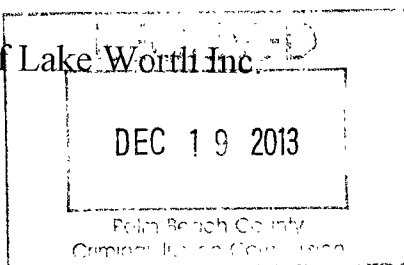
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	592481100	05/24/2013	05/24/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			IWC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
X	Professional Liability	X	592481100	05/24/2013	05/24/2014	\$ 1,000,000 per occurrence \$ 5,000,000 annual aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, 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, is included as additional insured but only as respects to the operations performed by name insured

<b>CERTIFICATE HOLDER</b> Palm Beach County Public Safety Department 20 S Military Tr West Palm Beach FL 33415	<b>CANCELLATION</b> 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 
--	--

Counseling Services of Lake Worth Inc.



416 North Dixie Highway  
Lake Worth, FL 33460  
Phone: (561) 547-0303  
Fax: (561) 547-0050

December 16, 2013

Palm Beach County  
Public Safety Department  
20 S. Military Tr.  
West Palm Beach, FL 33415

Re: CSLW Drug Court Contract Track III

To Whom It May Concern:

Please note the following information:

1. Insurance

C. Business Automobile Liability: CSLW does not own any vehicle or provide any transportation for any CSLW client.

D. Worker's Compensation Insurance: CSLW is not required to carry worker's compensation coverage per FS 440.02(17).

Please feel free to contact me at any time if any additional information is required and/or needed. Thank you for your kind attention to this matter.

Sincerely yours,



Stephen G. Ladd, MS LMHC

Executive Director

Counseling Services of Lake Worth Inc.

E-mail: [sladd@cskw.org](mailto:sladd@cskw.org) Web: [www.cslkw.org](http://www.cslkw.org)

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

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 DRUG ABUSE FOUNDATION OF PALM BEACH COUNTY, INC., with an address of 400 South Swinton Avenue, Delray Beach, Florida 33444, a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is 237074625.

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 treatment and 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 CRIMINAL JUSTICE COMMISSION STAFF (presently Rosalind Murray) telephone no. (561) 355-2332.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Alton Taylor, Executive Director, telephone no. (561) 278-0000.

**ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services for the Prescription Drug Abuse Grant/Track III on October 1, 2013 and complete all services by September 30, 2014.

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 Thirty Thousand Two Hundred Dollars (\$31,200.00). 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 \_\_\_\_\_ N/A \_\_\_\_\_ 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. The “final invoice” is due to the COUNTY Finance Department by October 3, 2014, any invoice received beyond this date will risk the possibility of not being paid.

#### 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 hereinunder 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 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 are 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 coverages 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 coverages. 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.

**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.

F. **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 to the policy, 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 specifically prohibits such an endorsement, or which voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

G. **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 coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County  
c/o Michael L. Rodriguez, Criminal Justice Commission  
301 North Olive Avenue, Suite 1001  
West Palm Beach, FL 33401-4705

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

#### **ARTICLE 11 - INDEMNIFICATION**

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.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

### **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, and the Palm Beach County Code of Ethics. 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 judgement 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, judgement, 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, Palm Beach County Code, Sections 2-421 through 2-440, as 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 Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to 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 interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, 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:

Michael L. Rodriguez, Criminal Justice Commission  
301 North Olive Avenue, Suite 1001  
West Palm Beach, FL 33401-4705

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401

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

Alton Taylor, Executive Director  
Drug Abuse Foundation of Palm Beach County, Inc.  
400 South Swinton Ave.  
Delray Beach, Florida 33444

**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**

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 shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section.). 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 this section of the Palm Beach County Code.

**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.

**THE REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK**


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

**ATTEST:**  
**SHARON R. BOCK**  
**CLERK AND COMPTROLLER**

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

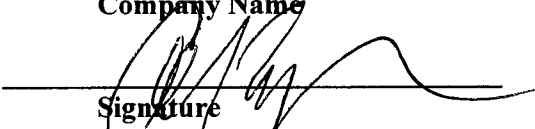
By: \_\_\_\_\_  
**Deputy Clerk**

By: \_\_\_\_\_  
**Mayor**

**WITNESS:**  
  
\_\_\_\_\_  
**Signature**

**CONSULTANT:**  
**Drug Abuse Foundation of Palm Beach**  
**County, Inc.**  
\_\_\_\_\_  
**Company Name**

Terri Ann Binns Beavers  
**Name (type or print)**

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

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

Alton Taylor  
**Typed Name**

Stephanie Thompson  
**Name (type or print)**

Executive Director  
**Title**

**APPROVED AS TO FORM**  
**AND LEGAL SUFFICIENCY**

(corp. seal)

By \_\_\_\_\_  
**County Attorney**

**APPROVED AS TO TERMS**  
**AND CONDITIONS**

By \_\_\_\_\_  
**Department Director**

## SCOPE OF WORK

### **BACKGROUND**

The Palm Beach County Adult 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. The program is a cooperative effort between the Board of County Commissioners, Criminal Justice Commission, the Judiciary, State Attorney, Public Defender, Florida Department of Corrections and contracted community-based service providers (the Consultant).

The Palm Beach County Adult Drug Court program is a rehabilitation program designed to identify, case manage, drug test and provide outpatient substance abuse treatment services and inpatient treatment services when necessary, to nonviolent substance-abusing defendants.

### **OUTPATIENT SERVICES**

#### **A. General Services Description**

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:

#### **B. Office Space in Palm Beach County**

1. Sufficient space to accommodate treatment groups of up to fifteen (15) participants.
2. Separate, secure, private office for individual counseling sessions (i.e. multiple offices within the same office complex).
3. 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.
4. Program site(s) accessible to bus routes/public transportation and availability of day and evening sessions suitable for employed participants.

**C. Clinicians Minimum Criteria**

1. The education, training and experience that is required of a “primary counselor” in accordance with Chapter 397, Florida Statutes, Section 65D-30, Florida Administrative Code and licensing by the DCF.
2. Certified Criminal Justice Addictions Professional (CCJAP) credential preferred or Certified Addictions Professional (CAP) credential or in active pursuit of CCJAP or CAP credential.
3. Dedicated and committed primarily to this program and its goals.
4. Qualified clinicians and clinical supervisors shall be familiar with a minimum set of treatment related topics. The topics are Cognitive Behavioral Therapy, Relapse Prevention, Relapse Intervention, HIV Prevention, Cultural Sensitivity and Competence, Community Reinforcement Approach, Dual Diagnosis, Gender Specific Counseling Techniques, Family Therapy, Motivational Therapy and Moral Reconciliation Therapy (MRT).
5. A minimum of one (1) bi-lingual case manager, who also possesses the above referenced credentials, shall be employed in order to provide services to Spanish speaking participants.

**D. Clinical Supervisor Minimum Criteria**

1. The education, training and experience that is required of a “qualified professional” in accordance with Chapter 397, Florida Statutes, Section 65D-30, Florida Administrative Code, and licensed by DCF.
2. Licensed Clinical Social Worker (LCSW) or Licensed Mental Health Counselor (LMHC) with CCJAP or CAP credential preferred.
3. Experience supervising evaluation and case management programs for criminal justice involved substance-abusing clients.

**E. Treatment Records**

The provider shall maintain complete participant treatment records and on site, as outlined in the Alcohol, Drug Abuse and Mental Health (ADM) licensure requirements, including electronic data, as required by law. Progress reports on each participant shall be submitted weekly in a report and/or electronic format acceptable to the Drug Court.

**F. Substance Abuse Screening and Assessment**

Within fourteen (14) days of application for admission into the program, the Consultant shall complete a written substance abuse assessment. The assessment tool shall address the severity of addiction as well as the participant's strengths, weaknesses, and motivation.

**G. Individualized Written Treatment Plan**

Within fourteen (14) days of assessment, the Consultant shall develop, together with the program participant, an initial individualized written treatment plan. The treatment provider shall review and update the plan with the participant on a monthly basis.

**H. Group Counseling Sessions**

The Consultant shall facilitate substance abuse outpatient group counseling sessions to program participants on days and times that are most conducive to successful completion of the program to include evenings and weekends. The duration of each outpatient group counseling session shall be ninety (90) minutes. Group size shall not exceed fifteen (15) participants. Examples of some modalities include: Cognitive Behavioral Therapy, Relapse Prevention, Relapse Support, Motivational Enhancement Therapy, the Matrix Model and Community Reinforcement Approach.

**I. Individual Counseling Sessions**

The Consultant shall provide individual counseling sessions to participants. The duration of an individual counseling session shall not be less than sixty (60) minutes. Examples of some of the issues that sessions might address are needs assessment, treatment plans, continuing care plans, stopping illegal substance abuse, impaired functioning, stopping illegal activity, family relationships and social relationships. All participants will be provided with Motivational Enhancement Therapy (M.E.T.).

**J. 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 via fax the list of selected participants and the drugs to be tested that day. The Consultant shall submit the test results at the end of the following 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, OxyContin® (oxycodone) 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.

**K. 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, OxyContin® (oxycodone) 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.

**L. Weekly Staffing and Hearing Meetings**

Each Consultant shall send a treatment liaison to the weekly staffing and hearing meetings of the Drug Court. The liaison shall report information about the participants' treatment progress. The information may include treatment recommendations, missed appointments, and drug test results. The information may also be requested in an electronic format.

**M. Suspension of Treatment**

The Consultant will provide drug treatment to clients referred by the Drug Court. Where possible, the Consultant shall not suspend or withhold ongoing treatment to any client without written approval from the Drug Court Coordinator. The Consultant will first convey a request to suspend ongoing treatment to the Drug Court Coordinator. The Drug Court Coordinator, after consultation with the Drug Court Judge, will provide the Consultant with written approval or disapproval for the request. Only after a written approval is received by the consultant can drug treatment be suspended.

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**EXHIBIT "B"**

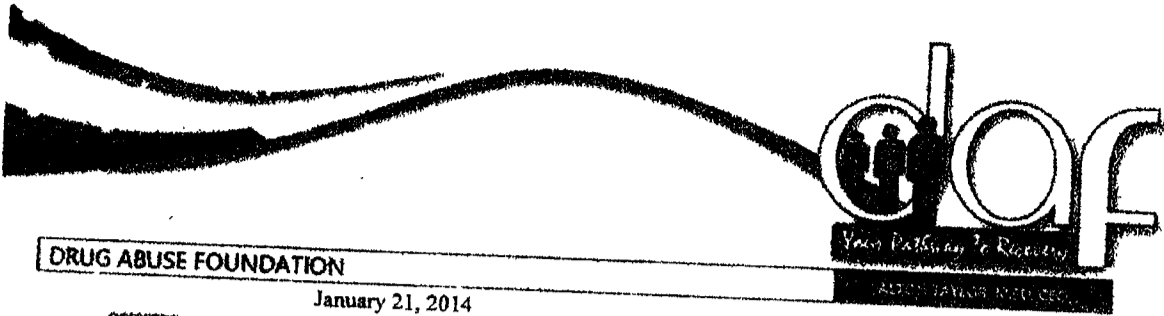
**SCHEDULE OF PAYMENTS**  
**DRUG ABUSE FOUNDATION OF PALM BEACH COUNTY, INC.**

The Consultants will prepare and submit monthly invoices to the Drug Court offices. Invoices must include the Drug Court Client Identification Number, client name, dates of services, amount due for each service and the total amount due. Invoices 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 CJC, and the Finance Department for payment.

**Prescription Drug Abuse Grant/Track III Participants:**

<b>Service</b>	<b>Unit Type</b>	<b>Billing Rate</b>	<b>Estimated Number</b>	<b>Estimated Amount</b>
Individual Sessions	1 hour	\$58.00	150	\$8,700.00
Group Counseling Sessions	1.5 hours	\$22.50	1,000	\$22,500.00
			<b>Total</b>	<b>\$31,200.00</b>





**DRUG ABUSE FOUNDATION**

January 21, 2014

**OFFICERS**

Leo H. Phillips  
Board President  
Ernest G. Simon, Esq.  
Vice President  
Tony Akerson  
Secretary/Treasurer  
Daniel Gewartowski, DDS  
Past President

Dorrie Tyng  
Drug Court Coordinator  
Fifteenth Judicial Circuit  
Gun Club Criminal Justice Complex  
3228 Gun Club Rd., B-126  
West Palm Beach, FL 33406

**DIRECTORS**

Lorenzo Brooks  
William J. Wood  
Joseph Moore  
Lawrence Eaton  
Josef Cibazo  
John Weeks

Ms. Tyng:

In accordance with Article IV, Section 4 of the By-Laws of the Drug Abuse Foundation and as approved by the Board of Directors, the Executive Director is authorized to enter into and execute contracts on behalf of the corporation, including and specifically the contract with the government of Palm Beach County.

Sincerely,

**Drug Abuse Foundation of Palm Beach County, Inc.**

Leo H. Phillips  
Board President

**LIFE DIRECTORS**

Richard Siemens  
Leon M. Weeks



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/10/2013

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).

<b>PRODUCER</b> Weekee & Callaway, Inc. 3945 West Atlantic Avenue Delray Beach FL 33445-3902 <b>INSURED</b> Drug Abuse Foundation of Palm Bch. County, 400 S. Swinton Ave. Delray Beach FL 33444	<b>CONTACT NAME:</b> Dana Hood <b>PHONE (AG. No. Ext.):</b> (561) 278-0448 <b>FAX (AG. No.):</b> (561) 278-2391 <b>E-MAIL ADDRESS:</b> dhood@weekeescallaway.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Everest National Insurance Co <b>INSURER B:</b> Travelers Insurance Co. <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
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**COVERAGES** **CERTIFICATE NUMBER:** CL1371004109 **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 LTR	TYPE OF INSURANCE	ADDL SUBR (INSR) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		8500000181-131	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000	
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		8500000181-131	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
	A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		85CU000075-131	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	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	2856C656	4/1/2013	4/1/2014	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	
A	Professional Liability		85PL000140-131	7/1/2013	7/1/2014	Each Occurrence \$1,000,000 Aggregate \$3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate holder is named as additional insured ATIMA

<b>CERTIFICATE HOLDER</b> (561) 688-4635 Palm Beach County Board of County Commissioners Attn: Dorrie Tyng 3228 Gunclub Road Room B126 West Palm Beach, FL 33406	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> Leon A. Weekee/CA
---	--

ACORD 25 (2010/05)  
INS025 (201005) 01

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**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

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 DRUG TESTING AND COUNSELING SERVICES, INC. with an address of 2677 Forest Hill Blvd., Suite 102, West Palm Beach, FL. 33406, a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number 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 treatment and 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 CRIMINAL JUSTICE COMMISSION STAFF (presently Rosalind Murray) telephone no. (561) 355-2332.

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

**ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services for the Prescription Drug Abuse Grant/Track III on October 1, 2013 and complete all services by September 30, 2014.

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. Invoices are due 15 days after the end of the reimbursed month.
- C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed \_\_\_\_\_ N/A \_\_\_\_\_ 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. The "final invoice" for Track III is due to the COUNTY Finance Department by October 3, 2014. Any invoice received beyond these dates will risk the possibility of not being paid.

#### **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 hereunder 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 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 are 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 coverages 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 coverages. 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.

**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.

F. **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 to the policy, 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 specifically prohibits such an endorsement, or which voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

G. **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 coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County  
c/o Michael L. Rodriguez, Criminal Justice Commission  
301 North Olive Avenue, Suite 1001



West Palm Beach, FL 33401-4705

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

#### **ARTICLE 11 - INDEMNIFICATION**

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.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

#### **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, and the Palm Beach County Code of Ethics. 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 judgement 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, judgement, 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, Palm Beach County Code, Sections 2-421 through 2-440, as 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 Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to 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 interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, 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:

Michael L. Rodriguez, Criminal Justice Commission  
301 North Olive Avenue, Suite 1001  
West Palm Beach, FL 33401-4705

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401

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

Laurencio Lira  
Drug Testing and Counseling Services, Inc.  
2677 Forest Hill Blvd., 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**

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 shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" Section). 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 this section of the Palm Beach County Code.

**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.

**THE REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK**

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

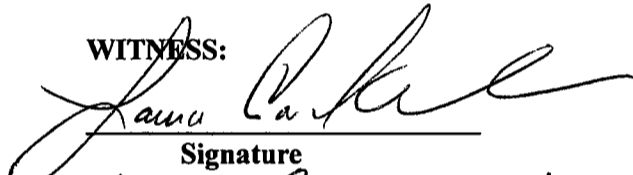
ATTEST:  
SHARON R. BOCK  
CLERK AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

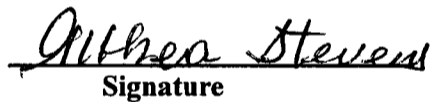
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

WITNESS:

  
Signature

Laura Cran Watson  
Name (type or print)

  
Signature

Althea Stevens  
Name (type or print)

CONSULTANT:

Drug Testing and Counseling Services, Inc.  
Company Name

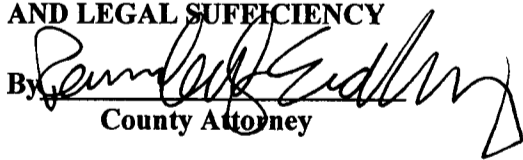
  
Signature

Laurencio Lira  
Typed Name


Executive Director  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

(corp. seal)

By:   
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Department Director



## EXHIBIT "A"

### SCOPE OF WORK

#### **BACKGROUND**

The Palm Beach County Adult 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. The program is a cooperative effort between the Board of County Commissioners, Criminal Justice Commission, the Judiciary, State Attorney, Public Defender, Florida Department of Corrections and contracted community-based service providers (the Consultant).

The Palm Beach County Adult Drug Court program is a rehabilitation program designed to identify, case manage, drug test and provide outpatient substance abuse treatment services and inpatient treatment services when necessary, to nonviolent substance-abusing defendants.

#### **General Services Description**

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 select a group of participants (by pre-assigned colors) to report for their drug test each day, Monday through Friday. The drugs of abuse for which testing is conducted shall include elements such as: cocaine, marijuana, alcohol, opiates, benzodiazepine, amphetamines, OxyContin® (oxycodone) or any substance of abuse that a participant may be most likely to use. The Consultant shall provide the following:

- Sufficient space to accommodate observed urine collection from participants.
- A qualified same sex staff person to observe all collections.
- Program site(s) accessible to bus routes/public transportation and availability of day and evening observations for participants; drug testing days and hours of operation will be Monday through Friday 8:00 a.m. to 8:00 p.m.
- A minimum of one (1) bi-lingual staff person shall be employed in order to provide services.
- Experience supervising a drug testing program which oversees the testing of criminal justice involved substance-abusing clients.

**Method of Drug Testing to be Used** - All drug testing will be conducted using the Siemens Healthcare Diagnostics, Inc., Syva's EMIT® reagents, which is the most widely used and extensively validated in the drug testing industry and is found in more than 85% of the U.S. SAMHSA labs. EMIT test results have been upheld in numerous court decisions and at the highest level of the American judicial system: the United States Supreme Court. The Consultant shall provide the following:

- All technicians will receive appropriate training and certification from Siemens Healthcare Diagnostics, Inc.

- Bar-coded Identification Cards shall be provided to each program participant, which includes the name of participant, picture and Drug Court I.D. number. This card shall be used for identification purposes when the participant reports for a random drug test and identifies the specimen, thereby ensuring secure chain of custody.

**Reporting Results of Drug Testing** -The Consultant shall submit the test results by the end of the following day to the Drug Court program office in a WinTOX® format with the capability of being automatically downloaded into the JSIS Drug Court database. WinTOX® Data Manager can be programmed for import or direct entry, with standing orders and customized panel and assay configurations.

**Weekly Staffing and Hearing Meetings** - The Consultant shall send a treatment liaison to all weekly staffings and hearings of the Drug Court. The Adult Drug Court holds staffings every Monday and Thursday at 11:00 am, followed by Drug Court Hearings at 1:00 pm. The liaison shall report information about the participants' drug testing results. The information will include participant's test results, diluted tests, abnormal tests, and no-shows for test results.

**EXHIBIT "B"**

**SCHEDULE OF PAYMENTS  
DRUG TESTING AND COUNSELING SERVICES, INC.**

The Consultants will prepare and submit monthly invoices to the Drug Court offices. Invoices must include the Drug Court Client Identification Number, client name, dates of services, amount due for each service and the total amount due. Invoices 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 CJC and Finance Department for payment.

**Prescription Drug Abuse Grant/Track III Participants**

<b>Service</b>	<b>Unit Type</b>	<b>Billing Rate</b>	<b>Estimated Number</b>	<b>Estimated Amount</b>
7 Panel Drug Test	test	\$14.00	1428.5	\$20,000.00
			<b>TOTAL</b>	<b>\$20,000.00</b>

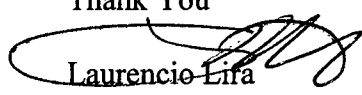
DRUG TESTING AND COUNSELING SERVICES, INC  
2677 FOREST HILL BLVD. STE-102  
WEST PALM BEACH, FL. 33406  
(561) 433-0123 (561) 967-3484

Date: 12/12/2013

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 Eira

Community Coordinator

Client#: 26197

FAMILHEA

**ACORD**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
12/12/2013

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).

<b>PRODUCER</b> Cypress Insurance Group PO Box 9328 Fort Lauderdale, FL 33310-9328 954 771-0300	<b>CONTACT NAME:</b> Joyce Simpson <b>PHONE (A/C, No, Ext):</b> 954 771-0300 <b>FAX (A/C, No):</b> 954 772 9424 <b>E-MAIL ADDRESS:</b> JoyceS@CypressInsurance.Com
	INSURER(S) AFFORDING COVERAGE INSURER A : Lloyds of London INSURER B : RetailFirst Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :
<b>INSURED</b> Family Health Counseling Center Drug Testing and Counseling Services Inc 2677 Forest Hill Blvd. #102 West Palm Beach, FL 33406	NAIC #

**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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2,500 ded ea claim GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		P1857MM0912	06/01/2013	06/01/2014	EACH OCCURRENCE    \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)    \$50,000 MED EXP (Any one person)    \$5,000 PERSONAL & ADV INJURY    \$1,000,000 GENERAL AGGREGATE    \$3,000,000 PRODUCTS - COMP/OP AGG    \$Excluded \$
	<b>AUTOMOBILE LIABILITY</b> <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)    \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE    \$ AGGREGATE    \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	34586 00	12/09/2013	12/09/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT    \$100,000 EL DISEASE - EA EMPLOYEE    \$100,000 EL DISEASE - POLICY LIMIT    \$500,000
A	<b>Prof Liability</b> claims made form		P1857MM0912	06/01/2013	06/01/2014	1,000,000 ea claim 3,000,000 agg lmt \$2,500 ded ea claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Workers Compensation applies Florida operations and Florida employees only.

Palm Beach County Board of County Commissioners, a political Subdivision of the State of Florida, additional insured as respects liability when required by written contract subject to policy terms, conditions, and exclusions.

<b>CERTIFICATE HOLDER</b> Palm Beach County Board of County Commissioners 50 S Military Trail West Palm Beach, FL 33415	<b>CANCELLATION</b> 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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