

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

| | | |
|-------------------------------|---|---|
| Meeting Date: October 7, 2014 | <input checked="" type="checkbox"/> [x] Consent | <input type="checkbox"/> [] Regular |
| | <input type="checkbox"/> [] Ordinance | <input type="checkbox"/> [] Public Hearing |

Department:
Submitted By: Criminal Justice Commission
Submitted For: Criminal Justice Commission

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **Receive and File** First Amendment to Contract For Professional Services between Palm Beach County and Drug Abuse Treatment Association, Inc. to increase the contract price by \$1,232.85.

Summary: The Board of County Commissioners ("BCC") ratified the submittal of a grant application to the US Department of Justice for the Justice Mental Health Collaboration Program in the amount of \$249,955 on October 16, 2012, (R-2012-1575). The grant funded the original contract between the County and Drug Abuse Treatment Association, Inc. ("DATA") (R-2013-0775) in the amount of \$163,686.00. The original contract inadvertently failed to include a line item in the budget for authorized travel expenses. Authorized travel expenses were incurred by a DATA employee in the amount of \$1,232.85; the parties have agreed to amend the original contract price by \$1,232.85, for a new total contract price of \$164,918.85. The County Administrator or his designee was authorized on October 16, 2012 (R-2012-1575) to execute all related documents and contracts for Palm Beach County's FY 2012 Justice Mental Health Collaboration Program Grant, as well as to execute all necessary forms and documents as required by the US Department of Justice, Bureau of Justice Assistance. **Countywide (PGE).**

Background and Justification: The US Department of Justice for the Justice Mental Health Collaboration Program Grant requires training for all recipients and sub recipients. The training taught DOJ protocols for capturing evidence based standards and was presented by the Bureau of Justice Assistance in Washington D.C. Attendance by the DATA employee was required and authorized by the grant funds. The grant and the services provided as a result of this grant funding have improved the lives of children and their families in Palm Beach County.

Attachments:

1. First Amendment to Contract For Professional Services Between Palm Beach County and Drug Abuse Treatment Association, Inc.
2. Budget – Exhibit BB-01

Recommended by:



Department Director

9-17-14

Date

Approved By:



County/Deputy/Assistant County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | <u>2014</u> | <u>2015</u> | <u>2016</u> | <u>2017</u> | <u>2018</u> |
|---|--------------|-------------|-------------|-------------|-------------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | <u>1,233</u> | _____ | _____ | _____ | _____ |
| External Revenues | _____ | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | <u>1,233</u> | _____ | _____ | _____ | _____ |
| No. ADDITIONAL FTE POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |

Is Item Included In Current Budget? Yes x No _____
Budget Account No.: Fund 1507 Department 762 Unit 7663
Object 8201 Reporting Category _____

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

Department of Justice and Mental Health Collaboration Grant

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

[Signature] 9/18/14
OFMB
9/18/14

[Signature] 9/22/14
Contract Dev. and Control
9-22-14 BWH/chen

B. Legal Sufficiency:

[Signature] 9/23/14
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 9/03
ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

FIRST AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN PALM BEACH COUNTY AND
DRUG ABUSE TREATMENT ASSOCIATION, INC.

THIS FIRST AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES BETWEEN PALM BEACH COUNTY AND DRUG ABUSE TREATMENT ASSOCIATION, INC. ("First Amendment") originally signed by the parties on March 1, 2013 ("Original Contract" R-2013-0775) is made as of this _____ day of _____, 2014 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 Treatment Association, Inc., hereinafter referred to as the "SERVICE PROVIDER" or "DATA," a not-for-profit corporation authorized to do business in the State of Florida, whose Federal I.D. is 59-136-3887.

WITNESSETH:

WHEREAS, DATA contracted to provide professional services in the area of substance abuse and mental health treatment as it relates to "Adolescent Community Reinforcement Approach With Assertive Continuing Care Services" and the development of collaborative protocols as more fully referenced in the Scope of Work attached to Exhibit A of the Original Contract (R-2013-0775); and

WHEREAS, the Original Contract price of \$163,686.00 does not cover the cost of travel required by the underlying Department of Justice Grant standard conditions; and

WHEREAS, the parties have agreed to increase the original contract price and Exhibit B (Budget) referenced in Article 3 (Payments to Service Provider) of the Original Contract by \$1,232.85 and create a line item for travel in the Budget.

NOW THEREFORE, the above named parties hereby mutually agree to amend the Original Contract and enter this First Amendment as follows:

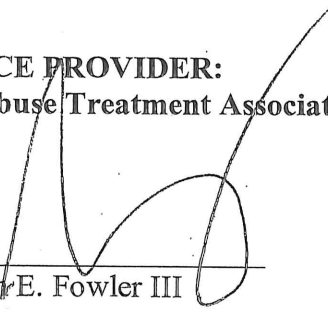
- I. The original contract (R2013-0775) is amended to provide an increase of up to \$1,232.85 for a total contract price not to exceed the dollar amount of \$164,918.85;
- II. The Budget set forth in Exhibit B is amended to provide the increased dollar amount and the new category of "travel" with the related line item. **Exhibit "B" to the Original contract will be replaced in its entirety by Exhibit "BB-01" attached hereto.**
- III. The parties further agree to amend the Original Contract terms, to include a reference to "genetic information" in the "Nondiscrimination" warranty representation, substituting the following paragraph under Article 22 – Nondiscrimination:

Article 22 – NONDISCRIMINATION: The SERVICE PROVIDER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

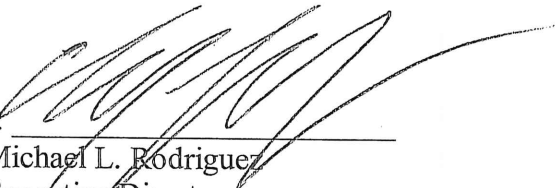
- IV. All other provisions of said Original Contract are hereby confirmed, and except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, through its authorized representative, has made and executed this First Amendment on behalf of the COUNTY and Service Provider has hereunto set its hand the day and year above written.

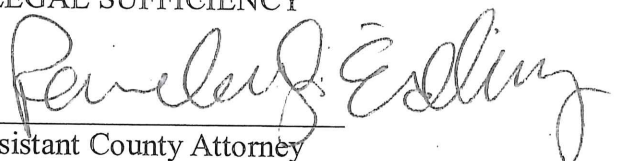
SERVICE PROVIDER:
Drug Abuse Treatment Association, Inc.

By: 
John E. Fowler III
President and Chief Executive Officer

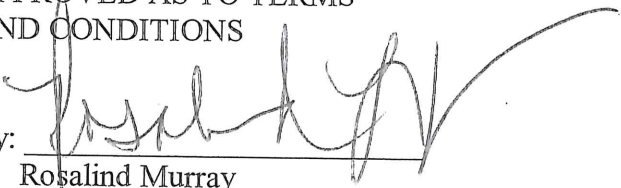
Palm Beach County
Board of County Commissioners

By: 
Michael L. Rodriguez
Executive Director
Criminal Justice Commission

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Rosalind Murray
Criminal Justice Commission

| Budget Category | Budget Narrative | Year 1 | | | | Year 2 | | | | 24 month total expenses | | |
|--|---|-------------|-------------|------------|---------------|-------------|-------------|------------|---------------|-------------------------|--------------|------------|
| Personnel | | Total | Grant | Match | | Total | Grant | Match | | Total | Grant | Match |
| Primary Therapist | Position will be hired during month 4 of year 1, Full time, 100% of position, during grant period with 3% increase each year. Starting annual salary for year 1 is \$38,000 (will be paid for 8 months in year 1); year 2 is \$39,140 (will be paid for 12 months). | \$25,460.00 | \$25,460.00 | \$0.00 | | \$39,140.00 | \$39,140.00 | \$0.00 | | \$64,600.00 | \$64,600.00 | \$0.00 |
| Primary Therapist | FICA, Workers' Comp, Retirement, Unemployment, Health Insurance | \$8,401.80 | \$8,401.80 | \$0.00 | | \$12,916.20 | \$12,916.20 | \$0.00 | | \$21,318.00 | \$21,318.00 | \$0.00 |
| Travel to orientation meeting with BJA | Travel for oneperson (airfare = \$\$\$) + (Meals=\$\$\$) + Hotel= \$\$\$) + Mileage=\$\$\$) = \$1,232.85 | \$1,232.85 | \$1,232.85 | \$0.00 | | | | | | | | |
| Primary Therapist | Local travel to juvenile court @ .51/mile - at an average of 100 miles per month; 800 miles for year 1; 1200 miles for year 2 | \$408.00 | \$408.00 | \$0.00 | | \$612.00 | \$612.00 | \$0.00 | | \$1,020.00 | \$1,020.00 | \$0.00 |
| Supplies | | | | | | | | | | | | |
| Treatment Supplies | Supplies includes binders, printing of manuals, videos, creation and cost for compact discs, and refreshments for clients. (per year: binders \$25 x30 people=\$750; paper and printing treatment materials \$8.33 x 30 people= \$249.90; cds, DVDs, and videos \$16.67 x 30 people=\$500.10; refreshments, \$8.33 x 30 people x 12 days= \$2998.20.) Total \$4,498.80. | \$4,498.80 | \$3,498.80 | \$1,000.00 | in-kind match | \$4,498.80 | \$1,700.00 | \$2,798.80 | in-kind match | \$8,997.60 | \$5,198.80 | \$3,798.80 |
| A-CRA with ACC Training and Certification Team | Adolescent Community Reinforcement Approach with Assertive Continuing Care: yearly staff training, implementation, and supervision costs | \$5,000.00 | \$5,000.00 | \$0.00 | | \$5,000.00 | \$5,000.00 | \$0.00 | | \$10,000.00 | \$10,000.00 | \$0.00 |
| Psychiatric Services | Psychiatry. Funds will be used to purchase outpatient psychiatry services for each client as needed. Total cost is \$28,875.00 per year (up to 30 youth x \$275/hr unit x 3.5 units of psychiatric evaluation/medication management) | \$28,875.00 | \$28,875.00 | \$0.00 | | \$28,875.00 | \$28,875.00 | \$0.00 | | \$57,750.00 | \$57,750.00 | \$0.00 |
| Total | | \$73,876.45 | \$72,876.45 | \$1,000.00 | | \$91,042.00 | \$88,243.20 | \$2,798.80 | | \$163,685.60 | \$159,886.80 | \$3,798.80 |