

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

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Meeting Date: December 2, 2014	<input checked="" type="checkbox"/> [X]	Consent	<input type="checkbox"/> []	Regular
	<input type="checkbox"/> []	Ordinance	<input type="checkbox"/> []	Public Hearing

Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Justice Services

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file amendments to the following contracts for drug treatment and testing services for individuals referred by the Adult Drug Court and Delinquency Drug Court for the period October 1, 2012 through September 30, 2015:

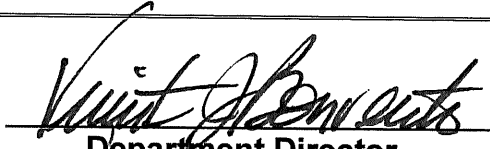
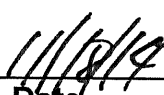
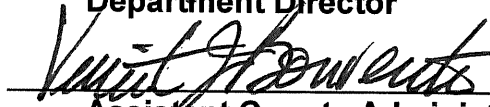
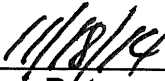
- 1. First Amendment to Contract for Services with the Center for Family Services of Palm Beach County, Inc. (R-2012-1740) increasing funding by \$6,000 for a new total not to exceed amount of \$156,000; and
- 2. First Amendment to Contract for Services with Comprehensive Alcoholism Rehabilitation Programs, Inc. (R-2012-1741) decreasing funding by \$34,000 for a new total not to exceed amount of \$95,000; and
- 3. First Amendment to Contract for Services with Counseling Services of Lake Worth, Inc. (R-2012-1742) decreasing funding by \$64,000 for a new total not to exceed amount of \$137,000; and
- 4. First Amendment to Contract for Services with Drug Abuse Foundation of Palm Beach County, Inc. (R-2012-1744) increasing funding by \$10,000 for a new total not to exceed amount of \$193,000; and
- 5. First Amendment to Contract for Services with Drug Testing and Counseling Services, Inc. (R-2012-1745) increasing funding by \$38,172 for a new total not to exceed amount of \$571,817; and
- 6. First Amendment to Contract for Services with South County Mental Health Center, Inc. (R-2012-1746) increasing funding by \$26,000 for a new total not to exceed amount of \$71,000.

Summary: The contract amendments change the individual contract amounts while the total of all contracts are reduced by \$17,828 for a total not to exceed of \$1,329,904. Due to changes in the number of services provided by each provider, it was necessary to adjust the contracted service amounts. R2012-1740 thru R2012-1746, approved on November 20, 2012, authorized the County Administrator or his designee to execute amendments to these contracts on behalf of the Board of County Commissioners to adjust the not-to-exceed amount as long as the cumulative total does not exceed \$1,347,732. **There is no ad valorem funding required for these contracts.**
Countywide (PGE)

(continued on page 3)

Attachments:

- 1) First Amendment to Center for Family Services of Palm Beach County, Inc. contract
- 2) First Amendment to Contract with Comprehensive Alcoholism Rehabilitation Programs, Inc.
- 3) First Amendment to Contract with Counseling Services of Lake Worth, Inc.
- 4) First Amendment to Contract with Drug Abuse Foundation of Palm Beach County, Inc.
- 5) First Amendment to Contract with Drug Testing and Counseling Services, Inc.
- 6) First Amendment to Contract with South County Mental Health Center, Inc.

Recommended by:		
	Department Director	Date
Approved By:		
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Capital Expenditures					
Operating Costs	(17,828)				
External Revenues	17,828				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	<u>0</u>				

ADDITIONAL FTE

POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
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Is Item Included In Current Budget? Yes X No

Budget Account Exp No: Fund 0001 Department 660 Unit 5243/5241 Object 3401
 Rev No: Fund 0001 Department 660 Unit 5243/5241 RevSc var

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

Funding for these contracts will be provided by the Drug Abuse Trust Fund (\$30,000), the Criminal Justice Reserve Fund (\$255,000), and Public Safety user charges collected from participants (\$100,000). ~~Criminal Justice Res Fd~~ (\$49,000) will fund Delinquency Drug Court.

Departmental Fiscal Review: Stephanie Leprie

III. REVIEW COMMENTS

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

Susan Henry 11/10/14
 11/6 11/10
 OFMB

Barbara Wheeler 11-25-14
 for Contract Administration

B. Legal Sufficiency:

JCPD 11/26/14
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

Continuation from page 1

Background and Justification: The Palm Beach County Drug Court Program is a rehabilitation program for non-violent defendants who have drug problems. The Delinquency Drug Court program is a court supervised drug treatment program, which provides regular and continuous supervision as well as intensive substance abuse treatment, sanctions, incentives and support services to juvenile offenders and their families. These contracts for drug treatment and testing service provide drug rehabilitation services to 250 individuals supervised by the Drug Court.

FIRST AMENDMENT TO CONTRACT FOR SERVICES BETWEEN PALM BEACH COUNTY AND THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC. TO PROVIDE SUBSTANCE ABUSE TREATMENT TO DRUG COURT CLIENTS

THIS FIRST AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES BETWEEN PALM BEACH COUNTY AND THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC. ("First Amendment") originally entered on November 20, 2012 ("Original Contract" R-2012-1740) to provide professional services, is made as of this 29th day of September, 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 the Center for Family Services of Palm Beach County, Inc. (hereinafter referred to as the "CONSULTANT"), a non-profit corporation authorized to do business in the State of Florida, whose Federal I.D. is **59-1084179**.

WITNESSETH:

WHEREAS, the COUNTY and CONSULTANT entered into the Original Contract (R-2012-1740) on November 20, 2012, with an effective date of October 1, 2012, and a termination date of September 30, 2015; and

WHEREAS, the Original Contract price of \$150,000.00 will not cover the cost of the anticipated remaining services prior to the expiration date of the Original Contract; and

WHEREAS, the parties have agreed to amend the Original Contract Scope of Work and the Original Contract price referenced in ARTICLE 3 – PAYMENTS TO CONSULTANT.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereto agree to amend Original Contract (R-2012-1740) and enter this First Amendment as follows:

1. The contract price as referenced in Article 3 is increased from \$150,000 to \$156,000. The new Schedule of Payments, is attached hereto and marked "Exhibit BB - Schedule for Payments - Amended" and reflects the total budget/contract price.
2. The parties also agree to amend the Original Contract terms to include the following language concerning "remedies" under Article 14– Remedies:

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.

3. 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:

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, or genetic information.

4. All other provisions of said Original Contract (R-2012-1740), 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 parties hereto have caused this First Amendment to the Original Contract (R-2012-1740), to be executed by their officials thereupon duly authorized.

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: Vincent Bonvento
Vincent Bonvento
Director of Public Safety

**CONSULTANT:
Center for Family Services of Palm
Beach County, Inc.**

By: Barbara L. Hernandez
Barbara L. Hernandez, LMHC
Chief Operating Officer

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: Ramona E. Erskine
Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: Nicole Bishop
Nicole Bishop
Justice Services Division Director

Schedule for Payment – (Amended- increasing contract amount)

Reimbursable Expenses
Amending Original Agreement (R-2012-1740)
Costs for Project Period October 1, 2012 – September 30, 2015

Service/Program: Substance Abuse Treatment

ADULT DRUG COURT:

Service	Unit Type	Billing Rate
Individual Sessions	1 hour	\$58.00
Group Counseling Sessions	1 hour	\$22.50

OCTOBER 1, 2012 – SEPTEMBER 30, 2013:	\$50,000
OCTOBER 1, 2013 – SEPTEMBER 30, 2014:	\$53,000
OCTOBER 1, 2014 – SEPTEMBER 30, 2015:	\$53,000
MAXIMUM CONTRACT AMOUNT FOR THREE YEARS:	\$156,000

TOTAL MAXIMUM CONTRACT AMOUNT FOR THREE YEARS: \$156,000

The Consultant will prepare and submit monthly invoices to the Adult 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 Finance Department for payment.

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

**FIRST AMENDMENT TO CONTRACT FOR SERVICES BETWEEN PALM BEACH
COUNTY AND COMPREHENSIVE ALCOHOLISM REHABILITATION PROGRAMS,
INC. TO PROVIDE SUBSTANCE ABUSE TREATMENT SERVICES TO DRUG
COURT CLIENTS**

THIS FIRST AMENDMENT TO CONTRACT FOR SERVICES BETWEEN PALM BEACH COUNTY AND COMPREHENSIVE ALCOHOLISM REHABILITATION PROGRAMS, INC. (hereinafter "First Amendment") originally entered on November 20, 2012 ("Original Contract" R-2012-1741) to provide substance abuse treatment services to drug court clients in the Adult Drug Court Program, is made as of this 12th day of August, 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 "COUNTY") and Comprehensive Alcoholism Rehabilitation Programs, Inc. (hereinafter referred to as the "CONSULTANT"), a non-profit corporation authorized to do business in the State of Florida, whose Federal I.D. is **59-1447364**.

WITNESSETH:

WHEREAS, the COUNTY and the CONSULTANT entered into the Original Contract (R-2012-1741) on November 20, 2012, with an effective date of October 1, 2012, and a termination date of September 30, 2015, funded by the County through the County's Palm Beach County Criminal Justice Commission, of which CONSULTANT received a contract from the COUNTY not to exceed \$129,000 payable each year in an amount not to exceed \$43,000 per fiscal year; and

WHEREAS, the total underlying funds will not be fully expended through no fault of the parties; and

WHEREAS, the COUNTY has revised its budget as referenced in the Original Contract (R-2012-1741), such that the funds to CONSULTANT will now be reduced in the amount of \$34,000 (or \$17,000 per remaining fiscal year); and

WHEREAS, the parties have agreed to amend the Original Contract price referenced in ARTICLE 3 – PAYMENTS TO CONSULTANT.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereto agree to amend the Original Contract (R-2012-1741) and enter this First Amendment as follows:

1. The contract price as referenced in Article 3 (Payments to Consultant) is reduced by an amount of \$34,000 (or \$17,000 per remaining fiscal year), making the total amount to be paid by the COUNTY to the CONSULTANT for substance abuse treatment services to drug court clients in the Adult Drug Court an amount not to exceed \$95,000. The new reduced Schedule of Payments, is attached hereto and marked "Exhibit BB - Schedule for Payments - Amended" and reflects the reduced total budget/contract price.

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Attachment # 2
Page 1 of 3

2. The parties also agree to amend the Original Contract terms to include the following language concerning "remedies" under Article 14- Remedies:

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.

3. 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:

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, or genetic information.

4. All other provisions of said Original Contract (R-2012-1741), 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 parties hereto have caused this First Amendment to the Original Contract (R-2012-1741), to be executed by their officials thereupon duly authorized.

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: 

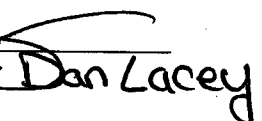
Vincent Bonvento
Director of Public Safety

CONSULTANT:

**Comprehensive Alcoholism
Rehabilitation Programs, Inc.**

By: 

Robert P. Bozzette
Executive Director


Dan Lacey

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 

Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: 

Nicole Bishop
Justice Services Division Director

Page 2 of 3

Attachment # 2

Page 2 of 3

EXHIBIT "BB"

Amended Schedule for Payment - (Reduced Contract Price/Budget)

**Reimbursable Expenses
Amending Original Contract (R-2012-1741)
Costs for Project Period October 1, 2012 – September 30, 2015**

Service/Program: Substance Abuse Treatment

ADULT DRUG COURT:

Service	Unit Type	Rate
Individual Sessions	1 hour	\$58.00
Group Counseling Sessions	1 hour	\$22.50

OCTOBER 1, 2012 – SEPTEMBER 30, 2013:	\$43,000
OCTOBER 1, 2013 – SEPTEMBER 30, 2014:	\$26,000
<u>OCTOBER 1, 2014 – SEPTEMBER 30, 2015:</u>	<u>\$26,000</u>
MAXIMUM CONTRACT AMOUNT FOR THREE YEARS:	\$95,000

TOTAL MAXIMUM CONTRACT AMOUNT FOR THREE YEARS: \$95,000

The Consultant will prepare and submit monthly invoices to the Adult 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 Finance Department for payment.

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

**FIRST AMENDMENT TO CONTRACT FOR SERVICES BETWEEN PALM BEACH
COUNTY AND COUNSELING SERVICES OF LAKE WORTH, INC. TO PROVIDE
SUBSTANCE ABUSE TREATMENT SERVICES TO DRUG COURT CLIENTS**

THIS FIRST AMENDMENT TO CONTRACT FOR SERVICES BETWEEN PALM BEACH COUNTY AND COUNSELING SERVICES OF LAKE WORTH, INC. (hereinafter "First Amendment") originally entered on November 20, 2012 ("Original Contract" R-2012-1742) to provide substance abuse treatment services to drug court clients in the Adult Drug Court Program, is made as of this 12th day of August, 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 "COUNTY") and Counseling Services of Lake Worth, Inc. (hereinafter referred to as the "CONSULTANT"), a non-profit corporation authorized to do business in the State of Florida, whose Federal I.D. is **20-0637672**.

WITNESSETH:

WHEREAS, the COUNTY and the CONSULTANT entered into the Original Contract (R-2012-1742) on November 20, 2012, with an effective date of October 1, 2012, and a termination date of September 30, 2015, funded by the County through the County's Palm Beach County Criminal Justice Commission, of which CONSULTANT received a contract from the COUNTY not to exceed \$201,000 payable each year in an amount not to exceed \$67,000 per fiscal year; and

WHEREAS, the total underlying funds will not be fully expended through no fault of the parties; and

WHEREAS, the COUNTY has revised its budget as referenced in the Original Contract (R-2012-1742), such that the funds to CONSULTANT will now be reduced in the amount of \$64,000 (or \$32,000 per remaining fiscal year); and

WHEREAS, the parties have agreed to amend the Original Contract price referenced in ARTICLE 3 – PAYMENTS TO CONSULTANT.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereto agree to amend the Original Contract (R-2012-1742) and enter this First Amendment as follows:

1. The contract price as referenced in Article 3 (Payments to Consultant) is reduced by an amount of \$64,000 (or \$32,000 per remaining fiscal year), making the total amount to be paid by the COUNTY to the CONSULTANT for substance abuse treatment services to drug court clients in the Adult Drug Court an amount not to exceed \$137,000. The new reduced Schedule of Payments, is attached hereto and marked "Exhibit BB - Schedule for Payments - Amended" and reflects the reduced total budget/contract price.

2. The parties also agree to amend the Original Contract terms to include the following language concerning "remedies" under Article 14- Remedies:

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.

3. 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:

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, or genetic information.

4. All other provisions of said Original Contract (R-2012-1742), 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 parties hereto have caused this First Amendment to the Original Contract (R-2012-1742), to be executed by their officials thereupon duly authorized.

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: 

Vincent Bonvento
Director of Public Safety

CONSULTANT:

**Counseling Services of Lake
Worth, Inc.**

By: 

Stephen G. Ladd
Executive Director

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 

Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: 

Nicole Bishop
Justice Services Division Director

EXHIBIT "BB"

Amended Schedule for Payment - (Reduced Contract Price/Budget)

Reimbursable Expenses

Amending Original Contract (R-2012-1742)

Costs for Project Period October 1, 2012 – September 30, 2015

Service/Program: Substance Abuse Treatment

ADULT DRUG COURT:

Service	Unit Type	Rate
Individual Sessions	1 hour	\$58.00
Group Counseling Sessions	1 hour	\$22.50

OCTOBER 1, 2012 – SEPTEMBER 30, 2013	\$67,000
OCTOBER 1, 2013 – SEPTEMBER 30, 2014:	\$35,000
OCTOBER 1, 2014 – SEPTEMBER 30, 2015:	\$35,000
MAXIMUM CONTRACT AMOUNT FOR THREE YEARS:	\$137,000

TOTAL MAXIMUM CONTRACT AMOUNT FOR THREE YEARS: \$137,000

The Consultant will prepare and submit monthly invoices to the Adult 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 Finance Department for payment.

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

**FIRST AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES BETWEEN
PALM BEACH COUNTY AND DRUG ABUSE FOUNDATION OF PALM BEACH
COUNTY, INC.**

THIS FIRST AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES BETWEEN PALM BEACH COUNTY AND DRUG ABUSE FOUNDATION OF PALM BEACH COUNTY, INC. ("First Amendment") originally entered on November 20, 2012 ("Original Contract" R-2012-1744) to provide professional/consultation services, is made as of this 12th day of August, 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 Foundation of Palm Beach County, Inc. (hereinafter referred to as the "CONSULTANT"), a not-for-profit corporation authorized to do business in the State of Florida, whose Federal I.D. is **237074625**.

WITNESSETH:

WHEREAS, the COUNTY and CONSULTANT entered into the Original Contract (R-2012-1744) on November 20, 2012, with an effective date of October 1, 2012, and a termination date of September 30, 2015, to provide substance abuse treatment to drug court program participants through the duration of the Original Contract (R-2012-1744); and

WHEREAS, the Original Contract price of \$183,000.00 will not cover the cost of the anticipated remaining services prior to the expiration date of the Original Contract; and

WHEREAS, the parties have agreed to amend the Original Contract Scope of Work and the Original Contract price referenced in ARTICLE 3 – PAYMENTS TO CONSULTANT.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereto agree to amend Original Contract (R-2012-1744) and enter this First Amendment as follows:

1. The Scope of Work and Services (number of clients served) will increase and the contract price as referenced in Article 3 is increased from \$183,000 to \$193,000.00. The new Schedule of Payments, is attached hereto and marked "Exhibit BB - Schedule for Payments - Amended" and reflects the total budget/contract price.
2. The parties also agree to amend the Original Contract terms to include the following language concerning "remedies" under Article 14– Remedies:

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.

3. 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:

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, or genetic information.

4. All other provisions of said Original Contract (R-2012-1744), 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 parties hereto have caused this First Amendment to the Original Contract (R-2012-1744), to be executed by their officials thereupon duly authorized.

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: 

Vincent Bonvento
Director of Public Safety

CONSULTANT:

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

By: 

Alton Taylor
Chief Executive Officer

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 

Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: 

Nicole Bishop
Justice Services Division Director

Schedule for Payment - Amended

Reimbursable Expenses
Amending Original Agreement (R-2012-1744)
Costs for Project Period October 1, 2012 – September 30, 2015

Service/Program: Substance Abuse Treatment

ADULT DRUG COURT:

Service	Unit Type	Billing Rate
Individual Sessions	1 hour	\$58.00
Group Counseling Sessions	1 hour	\$22.50
OCTOBER 1, 2012 – SEPTEMBER 30, 2013:		\$61,000
OCTOBER 1, 2013 – SEPTEMBER 30, 2014:		\$66,000
OCTOBER 1, 2014 – SEPTEMBER 30, 2015:		\$66,000
MAXIMUM CONTRACT AMOUNT FOR THREE YEARS:		\$193,000

TOTAL MAXIMUM CONTRACT AMOUNT FOR THREE YEARS: \$193,000

The Consultant will prepare and submit monthly invoices to the Adult 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 Finance Department for payment.

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

**FIRST AMENDMENT TO CONTRACT FOR SERVICES BETWEEN PALM BEACH
COUNTY AND DRUG TESTING AND COUNSELING SERVICES, INC. TO PROVIDE
DRUG TESTING SERVICES TO DRUG COURT CLIENTS**

THIS FIRST AMENDMENT TO CONTRACT FOR SERVICES BETWEEN PALM BEACH COUNTY AND DRUG TESTING AND COUNSELING SERVICES, INC. (hereinafter "First Amendment") originally entered on November 20, 2012 ("Original Contract" R-2012-1745) to provide drug testing services to drug court clients in the Adult and Delinquency Drug Court Programs, is made as of this 12th day of August, 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 "COUNTY,") and Drug Testing and Counseling Services, Inc. (hereinafter referred to as the "CONSULTANT"), a non-profit corporation authorized to do business in the State of Florida, whose Federal I.D. is **20-3218543**.

WITNESSETH:

WHEREAS, the COUNTY and the CONSULTANT entered into the Original Contract (R-2012-1745) on November 20, 2012, with an effective date of October 1, 2012, and a termination date of September 30, 2015, funded by the County through the County's Palm Beach County Criminal Justice Commission, of which CONSULTANT received a contract from the COUNTY not to exceed \$533,644.50 payable each year in an amount not to exceed \$177,881.50 per fiscal year; and

WHEREAS, the Original Contract price of \$533,644.50 will not cover the cost of the anticipated remaining services prior to the end of the Original Contract; and

WHEREAS, the parties have agreed to amend the Original Contract Scope of Work and the Original Contract price referenced in ARTICLE 3 – PAYMENTS TO CONSULTANT.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereto agree to amend the Original Contract (R-2012-1745) and enter this First Amendment as follows:

1. The Scope of Work and Services (number of drug tests) will increase to once a week for the adult drug court and the contract price as referenced in Article 3 is increased from \$533,644.50 to \$571,816.50. The new Schedule of Payments, is attached hereto and marked "Exhibit CC - Schedule for Payments - Amended" and reflects the total budget/contract price.
2. The parties also agree to amend the Original Contract terms to include the following language concerning "remedies" under Article 14– Remedies:

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.

3. 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:

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, or genetic information.

4. All other provisions of said Original Contract (R-2012-1745), 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 parties hereto have caused this First Amendment to the Original Contract (R-2012-1745), to be executed by their officials thereupon duly authorized.

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: 

Vincent Bonvento
Director of Public Safety

CONSULTANT:

**Drug Testing and Counseling
Services, Inc.**

By: 

Laurencio Lira
Community Coordinator

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 

Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: 

Nicole Bishop
Justice Services Division Director

Amended Schedule for Payment - (Increase Contract Price/Budget)

Reimbursable Expenses
Amending Original Contract (R-2012-1745)
Costs for Project Period October 1, 2012 – September 30, 2015

Service/Program: Drug Court Drug Testing

ADULT DRUG COURT:

Service	Unit Type	Rate
Individual Sessions	1 hour	\$58.00
Group Counseling Sessions	1 hour	\$22.50
7- Panel Drug Test	1 unit	\$14.00
OCTOBER 1, 2012 – SEPTEMBER 30, 2013:		\$163,994
OCTOBER 1, 2013 – SEPTEMBER 30, 2014:		\$183,080
OCTOBER 1, 2014 – SEPTEMBER 30, 2015:		\$183,080
MAXIMUM CONTRACT AMOUNT FOR THREE YEARS:		\$530,154

JUVENILE/DELINQUENCY DRUG COURT:

Service	Unit Type	Rate
7-Panel Drug Test	1 unit	\$14.00
JUVENILE OCTOBER 1, 2012 – SEPTEMBER 30, 2013:		\$13,887.50
OCTOBER 1, 2013 – SEPTEMBER 30, 2014:		\$13,887.50
OCTOBER 1, 2014 – SEPTEMBER 30, 2015:		\$13,887.50
JUVENILE MAXIMUM CONTRACT AMOUNT FOR THREE YEARS:		\$41,662.50

TOTAL MAXIMUM CONTRACT AMOUNT FOR THREE YEARS: \$571,816.50

The Consultant will prepare and submit monthly invoices to the Adult 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 Finance Department for payment.

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

**FIRST AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES BETWEEN
PALM BEACH COUNTY AND SOUTH COUNTY MENTAL HEALTH CENTER, INC.**

THIS FIRST AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES BETWEEN PALM BEACH COUNTY AND SOUTH COUNTY MENTAL HEALTH CENTER, INC. ("First Amendment") originally entered on November 20, 2012 ("Original Contract" R-2012-1746) to provide professional/consultation services, is made as of this 12th day of August, 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 South County Mental Health Center, Inc. (hereinafter referred to as the "CONSULTANT"), a not-for-profit corporation authorized to do business in the State of Florida, whose Federal I.D. is **59-1519622**.

WITNESSETH:

WHEREAS, the COUNTY and CONSULTANT entered into the Original Contract (R-2012-1746) on November 20, 2012, with an effective date of October 1, 2012, and a termination date of September 30, 2015, to provide screening, diagnosis, psychiatric services, medication and medication management to 60 drug court program participants and has already provided 45 such program services in the first eighteen months of the Original Contract period and expects to serve up to a total of 75 participants through the duration of the Original Contract (R-2012-1746); and

WHEREAS, the Original Contract price of \$45,000.00 will not cover the cost of the anticipated remaining services prior to the expiration date of the Original Contract; and

WHEREAS, the parties have agreed to amend the Original Contract Scope of Work and the Original Contract price referenced in ARTICLE 3 – PAYMENTS TO CONSULTANT.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereto agree to amend Original Contract (R-2012-1746) and enter this First Amendment as follows:

1. The Scope of Work and Services (number of clients served) will increase from 60 to 75 and the contract price as referenced in Article 3 is increased from \$45,000 to \$71,000.00. The new Schedule of Payments, is attached hereto and marked "Exhibit BB - Schedule for Payments - Amended" and reflects the total budget/contract price.
2. The parties also agree to amend the Original Contract terms to include the following language concerning "remedies" under Article 14– Remedies:

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.

3. 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:

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, or genetic information.

4. All other provisions of said Original Contract (R-2012-1746), 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 parties hereto have caused this First Amendment to the Original Contract (R-2012-1746), to be executed by their officials thereupon duly authorized.

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: Vincent Bonvento
Vincent Bonvento
Director of Public Safety

**CONSULTANT:
South County Mental Health
Center, Inc.**

By: Joseph S. Speicher
Joseph Speicher
Chief Executive Officer

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: Rowena Edell
Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: Nicole Bishop
Nicole Bishop
Justice Services Division Director

EXHIBIT "BB"

Schedule for Payment - Amended

**Reimbursable Expenses
Amending Original Agreement (R-2012-1746)
Costs for Project Period October 1, 2012 – September 30, 2015**

Service/Program: Substance Abuse Treatment

ADULT DRUG COURT:

Service	Unit Type	Billing Rate	Estimated Number
Psychiatric Evaluations	Per Person	\$210.00	75
Medication Management	Monthly	\$60.00	570
Medication	Yearly	\$200.00	75
OCTOBER 1, 2012 – SEPTEMBER 30, 2013:			\$15,000
OCTOBER 1, 2013 – SEPTEMBER 30, 2014:			\$28,000
OCTOBER 1, 2014 – SEPTEMBER 30, 2015:			\$28,000
MAXIMUM CONTRACT AMOUNT FOR THREE YEARS:			\$71,000

TOTAL MAXIMUM CONTRACT AMOUNT FOR THREE YEARS: \$71,000

The Consultant will prepare and submit monthly invoices to the Adult 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 Finance Department for payment.

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