

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

Meeting Date: September 22, 2015

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Ordinance

11

Public H

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Ordinance

11

Public H

Department: Department of Public Safety

Submitted By: Department of Public Safety

Submitted For: **Division of Justice Services**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) Receive and File an issuance of termination notice to Comprehensive Alcoholism Rehabilitation Programs, Inc. (CARP) Contract R2012-1741 effective October 1, 2012 as amended on August 12, 2014; and

B) Approve 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) Second Amendment to Contract for Services for Adult Drug Court, (R 2012-1742), as amended on August 12, 2014, with Counseling Services of Lake Worth Inc. increasing funding by \$13,807 for a new total not to exceed amount of \$150,807; and
- 2) Third Amendment to Contract for Services for Adult Drug Court, (R 2012-1745), as amended on August 12, 2014 with Drug Testing and Counseling Services, Inc. increasing funding by \$27,523 for a new total not to exceed amount of \$609,339.50; and
- 3) Second Amendment to Contract for Services for Adult Drug Court (R 2012-1740), as amended (R2014-1851), with the Center for Family Services of Palm Beach County, Inc. increasing funding by \$8,400 for a new total not to exceed amount of \$164,400; and
- 4) Third Amendment to Contract for Services for Adult Drug Court (R 2012-1744), as amended (R 2014-1858), with the Drug Abuse Foundation of Palm Beach County, Inc. increasing funding by \$4,300 for a new total not to exceed amount of \$191,300; and
- 5) Third Amendment to Contract for Services for Adult Drug Court (R 2012-1746), as amended (R 2014-1860), with South County Mental Health Center, Inc. decreasing funding by \$4,500 for a new total new total not to exceed amount of \$60,500.

Summary: Contract termination is being recommended for CARP due to a failure of the agency to provide reasonable assurances that patient care, service delivery, financial accountability and other essential performance requirements and contract provisions are being maintained, and will be maintained in the future. CARP has failed to adequately address the monitoring concerns of the County and has lost State funding provided through the managing entity, Southeast Florida Behavioral Health Network, Inc. (SEFBHN) and the Department of Corrections, and has stopped accepting patients. To avoid a disruption of services, staff is recommending an expansion of our current drug court contracts to provide substance abuse treatment for the duration of the contract period through September 30, 2015. No new County funding is required. Countywide (JB)

(Continued on page 3)

Attachments:

- 1) Issuance of termination notice to Comprehensive Alcoholism Rehabilitation Programs, Inc.
- 2) Second Amendment to Contract for Services for Adult Drug Court with Counseling Services of Lake Worth Inc.
- 3) Third Amendment to Contract for Services for Adult Drug Court with Drug Testing and Counseling Services, Inc
- 4) Second Amendment to Contract for Services for Adult Drug Court with the Center for Family Services, Palm Beach County, Inc.
- 5) Third Amendment to Contract for Services for Adult Drug Court with the Drug Abuse Foundation of Palm Beach County, Inc.
- 6) Third Amendment to Contract for Services for Adult Drug Court 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	(67,530)				
External Revenues	67,530				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	0				

ADDITIONAL FTE

POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	0	0	0
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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 (\$64,668), the Criminal Justice Reserve Fund (\$132,003), Crime Prevention fund (\$66,563), and Public Safety user charges collected from participants (\$100,000). Criminal Justice Reserve Fund (\$49,000) will fund Delinquency Drug Court.

The Second Amendments increase the total contract amount by \$19,007 and the Third Amendments increase the total contract amount by \$48,523 for a total contract amount not to exceed \$1,176,346.50.

Departmental Fiscal Review: Stephanie Selmo 9/2/15

III. REVIEW COMMENTS

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

Sheng Bm
OFMB (18/5)

D. J. Jacobson 9/17/15
Contract Administration

B. Legal Sufficiency:

James Brub 9/17/15
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. These contracts for drug treatment and testing service provide drug rehabilitation services to 250 individuals supervised by the Drug Court.



**Department of Public Safety
Division of Justice Services**

205 N. Dixie Hwy, Suite 5.1100
West Palm Beach, FL 33401

Telephone - (561) 355-6049

Facsimile - (561) 355-2757

www.pbcgov.com

**Palm Beach County
Board of County
Commissioners**

Shelley Vana, Mayor

Mary Lou Berger, Vice Mayor

Hal R. Valeche

Paulette Burdick

Steven L. Abrams

Melissa McKinlay

Priscilla Taylor

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

September 1, 2015

Ms. Carliene Brown, CEO
Comprehensive Alcoholism Rehabilitation Programs, Inc.
5410 East Avenue
West Palm Beach, Florida 33407

RE: NOTICE OF CONTRACT TERMINATION (R2012-1741)

Dear Ms. Brown:

As per the condition of our contract for services, please allow this letter to serve as a termination of the contact for professional services effective immediately. The work under this contract was directly related to the services provided to the Palm Beach County Adult drug court program. All outstanding invoices have been received and processed by our finance department.

If you have any questions or need any further information about our discontinuation of services, you can contact me at 561-712-6470 or email me at VBonvent@pbcgov.org.

Sincerely,

Stephanie Lepore

for Vince Bonvento
Assistant County Administrator
Department of Public Safety

Attachment # 1

Page 1 of 1

SECOND AMENDMENT TO CONTRACT FOR SERVICES FOR ADULT DRUG COURT

THIS SECOND AMENDMENT TO CONTRACT FOR SERVICES (hereinafter "Second Amendment"), is made as of this _____ day of _____ 2015 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. (herein 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 Parties, entered into that certain Contract For Services ("Agreement") on October 1, 2012 (R2012-1742) which provided an amount not to exceed \$201,000; and

WHEREAS, the First Amendment to Agreement dated August 12, 2014 provided an amount not to exceed \$137,000; and

WHEREAS, the CONSULTANT's responsibilities under the Amended Agreement are to provide substance abuse counseling services to adult drug court participants; and

WHEREAS, the Parties have agreed to an increase of that amount for a new not to exceed \$150,807; and

NOW THEREFORE, the above named Parties hereby mutually agree to further revise the Agreement as amended, and enter into this Second Amendment as follows:

- I. The foregoing recitals are true and correct and incorporated herein by reference. All defined terms as used in this Second Amendment shall have the same meaning and effect ascribed to them in the Agreement, as amended.
- II. Section 3 (Payments to the Consultant) is amended to increase the total contract amount by \$13,807 to a new amount not to exceed \$150,807. **Exhibit "BB" to the First Amendment will be replaced in its entirety by Exhibit "BB-01" attached hereto.**
- III. Article 22, Nondiscrimination is amended to include the following:
 - a. 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.
 - b. CONSULTANT has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution

R-2014-1421, as amended, or in the alternative, if the CONSULTANT does not have a written non-discrimination policy or one that conforms to the COUNTY'S policy, it has acknowledged through a signed statement provided to COUNTY that CONSULTANT will conform to the COUNTY'S non-discrimination policy as provided in R-2014-1421, as amended.

- IV. Except as modified by this Second Amendment, the Agreement, as amended, remains unmodified and in full force and effect and the parties hereby ratify, confirm and adopt the Agreement, as amended, in accordance with the terms thereof.

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

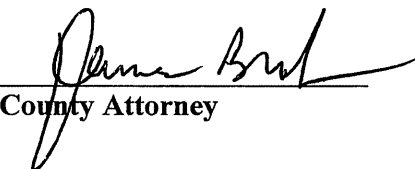
ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS:

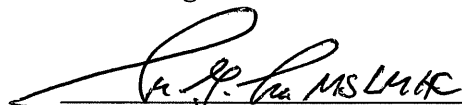
By: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By 
County Attorney

CONSULTANT:
Counseling Services of Lake Worth, Inc.


Stephen G. Ladd
Executive Director

APPROVED AS TO TERMS
AND CONDITIONS

By 
Vince Bonvento

EXHIBIT "BB-01"

Second Amendment Schedule for Payment - (Increase Contract Price/Budget)

**Reimbursable Expenses
Amending Original Contract (R2012-1742) as amended on August 12, 2014
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
<u>OCTOBER 1, 2014 – SEPTEMBER 30, 2015:</u>		<u>\$48,807</u>
MAXIMUM CONTRACT AMOUNT FOR THREE YEARS:		\$150,807

TOTAL MAXIMUM CONTRACT AMOUNT FOR THREE YEARS: \$150,807

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.

THIRD AMENDMENT TO CONTRACT FOR SERVICES FOR ADULT DRUG COURT

THIS THIRD AMENDMENT TO CONTRACT FOR SERVICES (hereinafter "Third Amendment"), is made as of this _____ day of _____ 2015 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. (herein 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 Parties, entered into that certain Contract For Services ("Agreement") on October 1, 2012 (R2012-1745) which provided an amount not to exceed \$533,644.50; and

WHEREAS, the First Amendment to Agreement dated August 12, 2014 provided an amount not to exceed \$571,816.50; and

WHEREAS, the Second Amendment to Agreement dated September 29, 2014 (R2014-1859) provided an amount not to exceed \$581,816.50; and

WHEREAS, the CONSULTANT's responsibilities under the Amended Agreement are to provide drug testing and counseling services to adult drug court participants; and

WHEREAS, the Parties have agreed to an increase of that amount for a new not to exceed \$609,339.50; and

NOW THEREFORE, the above named Parties hereby mutually agree to further revise the Agreement as amended, and enter into this Third Amendment as follows:

- I. The foregoing recitals are true and correct and incorporated herein by reference. All defined terms as used in this Third Amendment shall have the same meaning and effect ascribed to them in the Agreement, as amended.
- II. Section 3 (Payments to the Consultant) is amended to increase the total contract amount by \$27,523 to a new amount not to exceed \$609,339.50. **Exhibit "CC" to the Second Amendment will be replaced in its entirety by Exhibit "CC-03" attached hereto.**
- III. Article 22, Nondiscrimination is amended to include the following:
 - a. 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.

- b. CONSULTANT has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the CONSULTANT does not have a written non-discrimination policy or one that conforms to the COUNTY'S policy, it has acknowledged through a signed statement provided to COUNTY that CONSULTANT will conform to the COUNTY'S non-discrimination policy as provided in R-2014-1421, as amended.
- IV. Except as modified by this Third Amendment, the Agreement, as amended, remains unmodified and in full force and effect and the parties hereby ratify, confirm and adopt the Agreement, as amended, in accordance with the terms thereof.
- V. **IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida, through its authorized representative, has made and executed this Third Amendment on behalf of the COUNTY and the 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: _____
Shelley Vana, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By James Brub
County Attorney

CONSULTANT:
Drug Testing and Counseling Services, Inc.

Laurencio Lira
Community Coordinator

APPROVED AS TO TERMS
AND CONDITIONS

By Stephanie Lepore
Vince Bonvento

THIRD AMENDMENT TO CONTRACT - EXHIBIT "CC-03"

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

**Amending Original Contract (R2012-1745) and First Amendment of August 12, 2014, and
Second Amendment of September 29, 2014 (R 2014-1859)
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:		\$188,080
<u>OCTOBER 1, 2014 – SEPTEMBER 30, 2015:</u>		<u>\$215,603</u>
MAXIMUM CONTRACT AMOUNT FOR THREE YEARS:		\$567,677

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
<u>OCTOBER 1, 2014 – SEPTEMBER 30, 2015:</u>		<u>\$13,887.50</u>
JUVENILE MAXIMUM CONTRACT AMOUNT FOR THREE YEARS:		\$41,662.50

TOTAL MAXIMUM CONTRACT AMOUNT FOR THREE YEARS: \$609,339.50

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.

Drug Testing & Counseling Services
2677 Forest Hill Blvd. Ste-102
West Palm Beach, FL 33406
P: (561) 433-0123 F: (561) 967-3484

Date: 08/25/2015

To: Dorrie Tyng

Subject: Signatory Authority

This is to notify you that the following individual (Laurencio Lira) has signature authority to sign on behalf of DTCS, a Florida Corporation. This authorization will include but is not limited to: Signature for original contract, addendums to the contract, and negotiations of the contract: to provide drug testing and counseling services to the County of Palm Beach.

Sincerely,



Patricia A. Lira CEO

Attachment # 3
Page 4 of 4

SECOND AMENDMENT TO CONTRACT FOR SERVICES FOR ADULT DRUG COURT

THIS SECOND AMENDMENT TO CONTRACT FOR SERVICES (hereinafter "Second Amendment"), is made as of this _____ day of _____ 2015 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. (herein 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 Parties, entered into that certain Contract For Services ("Agreement") on October 1, 2012 (R2012-1740) which provided an amount not to exceed \$150,000; and

WHEREAS, the First Amendment to Agreement (R2014-1851) provided an amount not to exceed \$156,000; and

WHEREAS, the CONSULTANT's responsibilities under the Agreement are to provide substance abuse counseling services to adult drug court participants; and

WHEREAS, the Parties have agreed to an increase of that amount for a new not to exceed \$164,400; and

NOW THEREFORE, the above named Parties hereby mutually agree to further revise the Agreement as amended, and enter into this Second Amendment as follows:

- I. The foregoing recitals are true and correct and incorporated herein by reference. All defined terms as used in this Second Amendment shall have the same meaning and effect ascribed to them in the Agreement, as amended.
- II. Section 3 (Payments to the Consultant) is amended to increase the total contract amount by \$8,400 to a new amount not to exceed \$164,400. **Exhibit "BB" to the First Amendment will be replaced in its entirety by Exhibit "BB-01" attached hereto.**
- III. Article 22, Nondiscrimination is amended to include the following:
 - a. 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.
 - b. CONSULTANT has submitted to COUNTY a copy of its non-discrimination

policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the CONSULTANT does not have a written non-discrimination policy or one that conforms to the COUNTY'S policy, it has acknowledged through a signed statement provided to COUNTY that CONSULTANT will conform to the COUNTY'S non-discrimination policy as provided in R-2014-1421, as amended.

- IV. Except as modified by this Second Amendment, the Agreement, remains unmodified and in full force and effect and the parties hereby ratify, confirm and adopt the Agreement, as amended, in accordance with the terms thereof.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, through its authorized representative, has made and executed this Second Amendment on behalf of the COUNTY and the 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:

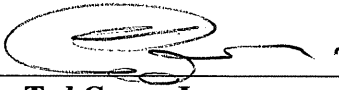
By: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

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

By _____
County Attorney



Dr. Ted Greer, Jr.
Chief Executive Officer

APPROVED AS TO TERMS
AND CONDITIONS


By ^{NB} 
 Vince Bonvento

EXHIBIT “BB-01”

Second Amendment Schedule for Payment - (Increase Contract Price/Budget)

Reimbursable Expenses
Amending Original Contract (R2012-1740), First Amendment (R2014-1851)
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	\$50,000
OCTOBER 1, 2013 – SEPTEMBER 30, 2014:	\$53,000
<u>OCTOBER 1, 2014 – SEPTEMBER 30, 2015:</u>	<u>\$61,400</u>
MAXIMUM CONTRACT AMOUNT FOR THREE YEARS:	\$164,400

TOTAL MAXIMUM CONTRACT AMOUNT FOR THREE YEARS: \$164,400

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.

THIRD AMENDMENT TO CONTRACT FOR SERVICES FOR ADULT DRUG COURT

THIS THIRD AMENDMENT TO CONTRACT FOR SERVICES (hereinafter “Third Amendment”), is made as of this _____ day of _____ 2015 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. (herein referred to as the “CONSULTANT”), a non-profit corporation authorized to do business in the State of Florida, whose Federal I.D. is **23-7074625**.

WITNESSETH:

WHEREAS, the Parties, entered into that certain Contract For Services (“Agreement”) on October 1, 2012 (R 2012-1744) which provided an amount not to exceed \$183,000; and

WHEREAS, the First Amendment to Agreement dated August 12, 2014 provided an amount not to exceed \$193,000; and

WHEREAS, the Second Amendment to Agreement dated September 29, 2014 (R 2014-1858) provided an amount not to exceed \$187,000; and

WHEREAS, the CONSULTANT’s responsibilities under the Amended Agreement are to provide substance abuse counseling services to adult drug court participants; and

WHEREAS, the Parties have agreed to an increase of that amount for a new not to exceed \$191,300; and

NOW THEREFORE, the above named Parties hereby mutually agree to further revise the Agreement as amended, and enter into this Third Amendment as follows:

- I. The foregoing recitals are true and correct and incorporated herein by reference. All defined terms as used in this Third Amendment shall have the same meaning and effect ascribed to them in the Agreement, as amended.
- II. Section 3 (Payments to the Consultant) is amended to increase the total contract amount by \$4,300 to a new amount not to exceed \$191,300. **Exhibit “BB” to the Second Amendment will be replaced in its entirety by Exhibit “BB-03” attached hereto.**
- III. Article 22, Nondiscrimination is amended to include the following:
 - a. 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.

- b. CONSULTANT has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the CONSULTANT does not have a written non-discrimination policy or one that conforms to the COUNTY'S policy, it has acknowledged through a signed statement provided to COUNTY that CONSULTANT will conform to the COUNTY'S non-discrimination policy as provided in R-2014-1421, as amended.

- IV. Except as modified by this Third Amendment, the Agreement, as amended, remains unmodified and in full force and effect and the parties hereby ratify, confirm and adopt the Agreement, as amended, in accordance with the terms thereof.

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

ATTEST:

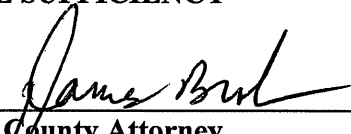
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS:

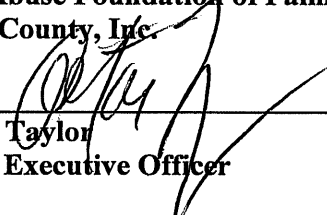
By: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

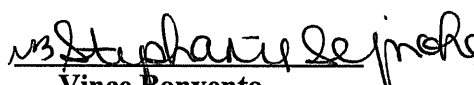
**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By 
County Attorney

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


Alton Taylor
Chief Executive Officer

**APPROVED AS TO TERMS
AND CONDITIONS**

By 
Vince Bonvento

THIRD AMENDMENT TO CONTRACT - EXHIBIT “BB-03”

**Amended Schedule for Payment - (Increase Contract Price/Budget)
Reimbursable Expenses
Amending Original Contract (R 2012-1744) and First Amendment of August 12, 2014, and
Second Amendment of September 29, 2014 (R 2014-1858)
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:	\$ 61,000
OCTOBER 1, 2013 – SEPTEMBER 30, 2014:	\$ 63,000
OCTOBER 1, 2014 – SEPTEMBER 30, 2015:	\$ 67,300
MAXIMUM CONTRACT AMOUNT FOR THREE YEARS:	\$191,300

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.

THIRD AMENDMENT TO CONTRACT FOR SERVICES FOR ADULT DRUG COURT

THIS THIRD AMENDMENT TO CONTRACT FOR SERVICES (hereinafter "Third Amendment"), is made as of this _____ day of _____ 2015 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. (herein referred to as the "CONSULTANT"), a non-profit corporation authorized to do business in the State of Florida, whose Federal I.D. is 59-1519622.

WITNESSETH:

WHEREAS, the Parties, entered into that certain Contract For Services ("Agreement") on October 1, 2012 (R 2012-1746) which provided an amount not to exceed \$45,000; and

WHEREAS, the First Amendment to Agreement dated August 12, 2014 provided an amount not to exceed \$71,000; and

WHEREAS, the Second Amendment to Agreement dated September 29, 2014 (R 2014-1860) provided an amount not to exceed \$65,000; and

WHEREAS, the CONSULTANT's responsibilities under the Amended Agreement are to provide substance abuse counseling services to adult drug court participants; and

WHEREAS, the Parties have agreed to an increase of that amount for a new not to exceed \$60,500; and

NOW THEREFORE, the above named Parties hereby mutually agree to further revise the Agreement as amended, and enter into this Third Amendment as follows:

- I. The foregoing recitals are true and correct and incorporated herein by reference. All defined terms as used in this Third Amendment shall have the same meaning and effect ascribed to them in the Agreement, as amended.
- II. Section 3 (Payments to the Consultant) is amended to decrease the total contract amount by \$4,500 to a new amount not to exceed \$60,500. **Exhibit "BB" to the Second Amendment will be replaced in its entirety by Exhibit "BB-03" attached hereto.**
- III. Article 22, Nondiscrimination is amended to include the following:
 - a. 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.

- b. CONSULTANT has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the CONSULTANT does not have a written non-discrimination policy or one that conforms to the COUNTY'S policy, it has acknowledged through a signed statement provided to COUNTY that CONSULTANT will conform to the COUNTY'S non-discrimination policy as provided in R-2014-1421, as amended.

- IV. Except as modified by this Third Amendment, the Agreement, as amended, remains unmodified and in full force and effect and the parties hereby ratify, confirm and adopt the Agreement, as amended, in accordance with the terms thereof.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, through its authorized representative, has made and executed this Third Amendment on behalf of the COUNTY and the 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: _____
Shelley Vana, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

CONSULTANT:
South County Mental Health
Center, Inc.

Joseph Speicher
Chief Executive Officer

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
for Vince Bonvento

THIRD AMENDMENT TO CONTRACT - EXHIBIT "BB-03"

**Amended Schedule for Payment - (Decrease Contract Price/Budget)
Reimbursable Expenses**

**Amending Original Contract (R 2012-1746) and First Amendment of August 12, 2014, and
Second Amendment of September 29, 2014 (R 2014-1860)
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:			\$25,000
OCTOBER 1, 2014 – SEPTEMBER 30, 2015:			<u>\$20,500</u>
MAXIMUM CONTRACT AMOUNT FOR THREE YEARS:			\$60,500

TOTAL MAXIMUM CONTRACT AMOUNT FOR THREE YEARS: \$60,500

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.