

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

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Meeting Date: November 21, 2017	<input checked="" type="checkbox"/> 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:** the following executed First Amendments to Contracts for Professional Services for drug treatment for individuals referred by the Adult Drug Court, for the period October 1, 2015 through September 30, 2018:

1. Counseling Services of Lake Worth, Inc. (R2015-1660) increasing the contract by \$30,000 for a new total not-to-exceed contract amount of \$181,800; and
2. Center for Family Services of Palm Beach County, Inc. (R2015-1662) decreasing the contract by \$40,000 for a new total not-to-exceed contract amount of \$149,390; and
3. South County Mental Health Center, Inc. (R2015-1664) increasing the contract by \$10,000 for a new total not-to-exceed contract amount of \$77,500.

Summary: These amendments will allow for a change in the budget schedule in areas of the Drug Court program that are in need of additional drug treatment. Two areas that have been utilized more in the past four months were services for dual diagnosed individuals and drug treatment in the Lake Worth geographical area. In order to meet these needs, amendments to increase the South County Mental Health Center, Inc. contract by \$10,000 and the Counseling Services of Lake Worth, Inc. contract by \$30,000 are needed. Funds are available from the contract with the Center for Family Services of Palm Beach County as expenses are lower than anticipated due to a lower number of referrals. The amendments were executed in accordance with R2015-1660, R2015-1662, R2015-1664 which authorized the County Administrator or designee to execute minor amendments and administrative documents associated with these contracts on behalf of the Board of County Commissioners, after approval of legal sufficiency by the County Attorney's Office, and within budgeted allocations. Countywide (LDC)

Background and Justification: The Palm Beach County Drug Courts are intervention models which emphasize a holistic focus on strengthening individuals and families by offering extensive and comprehensive wraparound services to the substance abusing individual. Cohesive linkages among stakeholders in the substance abuse treatment, and judicial systems assure that effective communication occurs through Drug Court Team collaborations, with representatives from all involved systems claiming team membership and providing accountability.

- Attachments:**
- 1) First Amendment to Contract for Professional Services with Counseling Services of Lake Worth, Inc.
 - 2) First Amendment to Contract for Professional Services with the Center for Family Services, Inc.
 - 3) First Amendment to Contract for Professional Services with the South County Mental Health Center, Inc.

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Recommended by:	<u>Stephanie Semole</u>	<u>10/23/17</u>
	Department Director	Date
Approved By:	<u>[Signature]</u>	<u>11/4/17</u>
	Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	_____*	_____	_____	_____	_____

ADDITIONAL FTE

POSITIONS (Cumulative)	_____0_____	_____0_____	_____0_____	_____0_____	_____0_____
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Is Item Included In Current Budget? Yes X No _____
 Does this item include the use of federal funds? Yes _____ No x

Budget Account Exp No: Fund 0001 Department 660 Unit 5243 Object 8201
 Rev No: Fund 0001 Department 660 Unit 5243 RevSc var

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

Fund: General Fund
 Unit: 5243 – Adult Drug Court

*There is no additional fiscal impact, the Counseling Services of Lake Worth contract is increasing by \$30,000, South County Mental Health Center contract is increasing by \$10,000, and the Center for Family Services contract is decreasing by \$40,000.

Departmental Fiscal Review: _____ *[Signature]* 10/28/17

III. REVIEW COMMENTS

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

[Signature] 12/26/17
 OFMB

[Signature] 11/6/17
 Contract Administration

B. Legal Sufficiency:

[Signature] 11/7/17
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

FIRST AMENDMENT TO CONTRACT

THIS FIRST AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES (hereinafter "First Amendment"), is made as of this 29th day of September 2017 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 Professional Services on November 17, 2015 (R2015-1660) for the Adult Drug Court programs which provided an amount not to exceed \$151,800; and

WHEREAS, the CONSULTANT's responsibilities under the Contract are to provide services in the area of substance abuse treatment; and

WHEREAS, the Parties have agreed to a increase of that amount for a new not to exceed amount of \$181,800; and

NOW THEREFORE, the above named Parties hereby mutually agree to revise the Contract, and enter into this First Amendment as follows:

- I. The foregoing recitals are true and correct and incorporated herein by reference. All defined terms as used in this First Amendment shall have the same meaning and effect ascribed to them in the Contract.
- II. Article 3 (Payments to Consultant) is amended to increase the total amount to be paid by \$30,000, to the new not-to-exceed amount of \$181,800.
- III. Exhibit "B" of the Contract is deleted in its entirety and replaced by Exhibit "B-01" attached hereto, and made a part hereof.
- IV. Article 13 of the Contract is amended as follows:

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 a court of competent jurisdiction located in Palm Beach County, Florida. 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.

V. Article 31 is hereby added to the Contract and shall read as follows:

ARTICLE 31- PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S. , if the Consultant: (i) provides a services; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Consultant shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Consultant is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Consultant further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CWF-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Consultant does not transfer the records to the public agency.
- D. Upon completion of the Contract, the Consultant shall transfer, at no cost to the County, all public records in possession of the Consultant unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically by the Consultant must be provided to County, upon request of the County's Custodian or Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Consultant to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Consultant acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

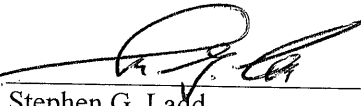
IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

- V. Except as modified herein by this First Amendment, the Contract, remains unmodified and in full force and effect and the parties hereby ratify, confirm and adopt the Contract, as amended, in accordance with the terms thereof.

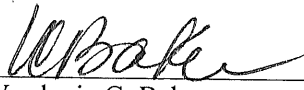
Remainder of page intentionally left blank.

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 the CONSULTANT has hereunto set its hand the day and year above written.

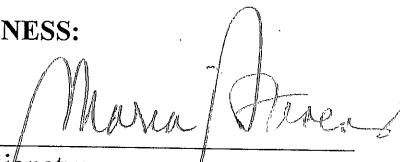
CONSULTANT:
Counseling Services of Lake
Worth, Inc.

By: 
Stephen G. Ladd
Executive Director

PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

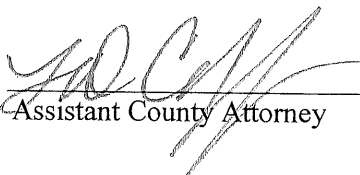
By: 
Verdenia C. Baker
County Administrator

WITNESS:


Signature

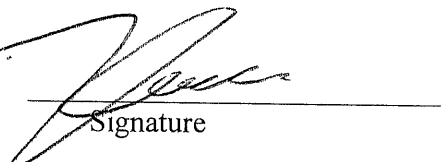
Maria Stevens
Name (type or print)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Assistant County Attorney

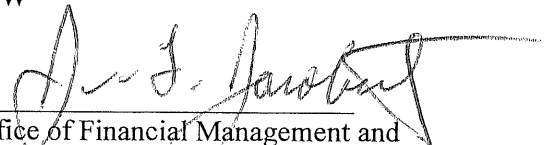
APPROVED AS TO TERMS
AND CONDITIONS

By: 
Nicole Bishop
Justice Services Division Director


Signature

Noah Codner
Name (type or print)

APPROVED AS TO CONTRACT
REVIEW

By: 
Office of Financial Management and
Budget/ Contract Development &
Control

First Amendment Schedule for Payment
Reimbursable Expenses
Amending Original Contract (R2015-1660)

SCHEDULE OF PAYMENTS

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 Finance Department for payment.

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

AS AMENDED:

OCTOBER 1, 2015 – SEPTEMBER 30, 2016:	\$ 50,600
OCTOBER 1, 2016 – SEPTEMBER 30, 2017:	\$ 65,600
OCTOBER 1, 2017 – SEPTEMBER 30, 2018:	\$ 65,600
MAXIMUM CONTRACT AMOUNT FOR THREE YEARS:	\$181,800

FIRST AMENDMENT TO CONTRACT

THIS FIRST AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES (hereinafter "First Amendment"), is made as of this 29th day of September 2017 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 Professional Services on November 17, 2015 (R2015-1662) for the Adult Drug Court programs which provided an amount not to exceed \$189,390; and

WHEREAS, the CONSULTANT's responsibilities under the Contract are to provide services in the area of substance abuse treatment; and

WHEREAS, the Parties have agreed to a decrease of that amount for a new not to exceed amount of \$149,390; and

NOW THEREFORE, the above named Parties hereby mutually agree to revise the Contract, and enter into this First Amendment as follows:

- I. The foregoing recitals are true and correct and incorporated herein by reference. All defined terms as used in this First Amendment shall have the same meaning and effect ascribed to them in the Contract.
- II. Article 3 (Payments to Consultant) is amended to decrease the total amount to be paid by \$40,000, to the new not-to-exceed amount of \$149,390.
- III. Exhibit "B" of the Contract is deleted in its entirety and replaced by Exhibit "B-01" attached hereto, and made a part hereof.
- IV. Article 13 of the Contract is amended as follows:

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 a court of competent jurisdiction located in Palm Beach County, Florida. 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.

- V. Article 31 is hereby added to the Contract and shall read as follows:

ARTICLE 31- PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S. , if the Consultant: (i) provides a services; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Consultant shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Consultant is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Consultant further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CWF-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Consultant does not transfer the records to the public agency.
- D. Upon completion of the Contract, the Consultant shall transfer, at no cost to the County, all public records in possession of the Consultant unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically by the Consultant must be provided to County, upon request of the County's Custodian or Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Consultant to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Consultant acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

- V. Except as modified herein by this First Amendment, the Contract remains unmodified and in full force and effect and the parties hereby ratify, confirm and adopt the Contract, as amended, in accordance with the terms thereof.

Remainder of page intentionally left blank.

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 the CONSULTANT has hereunto set its hand the day and year above written.

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

PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: Karen Hilo
Karen Hilo
Chief Executive Director

By: Verdenia C. Baker
Verdenia C. Baker
County Administrator

WITNESS:

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

Maria V Padron
Signature

By: AD Cliff
Assistant County Attorney

Maria V Padron
Name (type or print)

**APPROVED AS TO TERMS
AND CONDITIONS**

Nicole Bishop
Signature

By: Nicole Bishop
Nicole Bishop
Justice Services Division Director

Alison Francis
Name (type or print)

**APPROVED AS TO CONTRACT
REVIEW**

By: J. S. Jant
Office of Financial Management and
Budget/ Contract Development &
Control

EXHIBIT "B-01"

First Amendment Schedule for Payment

**Reimbursable Expenses
Amending Original Contract (R2015-1662)**

SCHEDULE OF PAYMENTS

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 Finance Department for payment.

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

AS AMENDED:

OCTOBER 1, 2015 – SEPTEMBER 30, 2016:	\$ 63,130
OCTOBER 1, 2016 – SEPTEMBER 30, 2017:	\$ 43,130
OCTOBER 1, 2017 – SEPTEMBER 30, 2018:	\$ 43,130
MAXIMUM CONTRACT AMOUNT FOR THREE YEARS:	\$149,390

FIRST AMENDMENT TO CONTRACT

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WITNESSETH:

WHEREAS, the Parties, entered into that certain Contract For Professional Services on November 17, 2015 (R2015-1664) for the Adult Drug Court programs which provided an amount not to exceed \$67,500; and

WHEREAS, the CONSULTANT's responsibilities under the Contract are to provide services in the area of screening, diagnosis, psychiatric services and medication management to participants in drug court; and

WHEREAS, the Parties have agreed to an increase of that amount for a new not-to-exceed amount of \$77,500; and

NOW THEREFORE, the above named Parties hereby mutually agree to revise the Contract, and enter into this First Amendment as follows:

- I. The foregoing recitals are true and correct and incorporated herein by reference. All defined terms as used in this First Amendment shall have the same meaning and effect ascribed to them in the Contract.
- II. Article 3 (Payments to Consultant) is amended to increase the total amount to be paid by \$10,000, to the new not-to-exceed amount of \$77,500.
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- IV. Article 13 of the Contract is amended as follows:

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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.

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IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

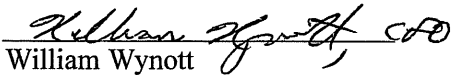
- V. Except as modified herein by this First Amendment, the Contract, remains unmodified and in full force and effect and the parties hereby ratify, confirm and adopt the Contract, as amended, in accordance with the terms thereof.


Remainder of page intentionally left blank.

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 the CONSULTANT has hereunto set its hand the day and year above written.


CONSULTANT:
South County Mental Health
Center, Inc.

PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: 
William Wynott
Chief Financial Officer


By: 
Verdenia C. Baker
County Administrator

WITNESS:



Signature

Karyn Green
Name (type or print)

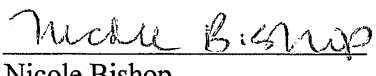
**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
Assistant County Attorney

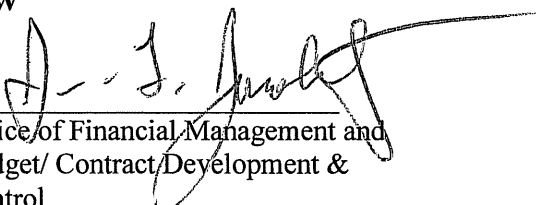
**APPROVED AS TO TERMS
AND CONDITIONS**


Signature

Jennifer Moore
Name (type or print)

By: 
Nicole Bishop
Justice Services Division Director

**APPROVED AS TO CONTRACT
REVIEW**

By: 
Office of Financial Management and
Budget/ Contract Development &
Control

First Amendment Schedule for Payment

**Reimbursable Expenses
Amending Original Contract (R2015-1664)
SCHEDULE OF PAYMENTS**

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 Finance Department for payment.

Service	Unit Type	Billing Rate
Psychiatric Evaluations	Per Person	\$210.00
Medication Management	Monthly	\$60.00
Medication	Yearly	\$200.00

AS AMENDED:

OCTOBER 1, 2015 – SEPTEMBER 30, 2016:	\$ 22,500
OCTOBER 1, 2016 – SEPTEMBER 30, 2017:	\$ 27,500
OCTOBER 1, 2017 – SEPTEMBER 30, 2018:	\$ 27,500
MAXIMUM CONTRACT AMOUNT FOR THREE YEARS:	\$77,500

Maria Stevens
Drug Court Manager
Criminal Justice Complex
3328 Gun Club Road, B-126
WPB, FL 33406

August 23, 2017

The Board of Directors of South County Mental Health Center, Inc. authorizes William Wynott, Chief Financial Officer of said corporation to sign contracts on behalf of the Center, thus entering the Center into a legally binding contract with governmental offices, non-profit corporations, for profit corporations, as well as individual business entities in the absence of Joseph S Speicher, Chief Executive Officer.

Sincerely,



Kenneth Rubin, Board of Directors President
South County Mental Health Center, Inc.