Agenda Item #:

<u>3X4</u>

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

Meeting Date: No	ovember 20, 2018	[X] []	Consent Ordinance	[]	Regular Public Hearing
Department: Submitted By: Submitted For:	Department of Pu Department of Pu Division of Justic	ublic Sa	afety		
	<u>I. EX</u>	ECUTIN	 /E BRIEF		

Motion and Title: Staff recommends motion to receive and file: the following executed second amendments to Contracts for Professional Services for drug treatment for individuals referred by the Adult Drug Court.

- 1. Center for Family Services of Palm Beach County, Inc. (R2015-1662) increasing the contract by \$15,000 for a new total not-to-exceed contract amount of \$164,390; and
- 2. South County Mental Health Center, Inc. (R2015-1664) increasing the contract by \$12,000 for a new total not-to-exceed contract amount of \$89,500 and extending the project period to May 31, 2019.

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. Treatment services have been utilized more at the Center for Family Services of Palm Beach County, Inc. in the last two (2) months of the 2018 fiscal year. Psychological services for dual diagnosed individuals enrolled at South County Mental Health Center, Inc. by the Adult drug court program during this fiscal year are needed throughout May 2019, to ensure continuity of treatment services for these individuals while services are transitioned to another vendor. In order to meet these needs, amendments to increase the South County Mental Health Center, Inc. contract by \$12,000 and the Center for Family Services of Palm Beach County, Inc. contract by \$15,000 are needed. Funds are available from the drug court program. The amendments were executed by the Director of Purchasing after approval of legal sufficiency by the County Attorney's Office, and within budgeted allocations because there was not sufficient time to submit through the regular agenda item process. <u>Countywide</u> (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) Second Amendment to Contract for Professional Services with the Center for Family Services, Inc.
- 2) Second Amendment to Contract for Professional Services with the South County Mental Health Center, Inc.

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Recommended b		10/22/18
	Department Director	[/] Date
Approved By:	Assistant County Administrator	11/01/18
	Assistant Cóunty 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)	15,000	12,000			
Net Fiscal Impact	15,000	12,000			
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0
Is Item Included In Curre	ent Budget?	Yes <u>X</u>	No		
Does this item include t	he use of fede	eral funds? Y	′es No_	<u>X</u>	
Budget Account Exp No Rev No	: Fund <u>0001</u> : Fund <u>0001</u>	Department <u>66</u> Department <u>66</u>	60 Unit <u>5243</u> 60 Unit <u>5243</u>	Object <u>8201</u> RevSc <u>var</u>	
B. Recommended Sources of Funds/Summary of Fiscal Impact: Fund: General Fund Unit: 5243 – Adult Drug Court					
Departmental Fiscal Rev	、				
III. <u>REVIEW COMMENTS</u> A. OFMB Fiscal and/or Contract Dev. and Control Comments:					
OFMB 1925 B. Legal Sufficiency:	1-126/18	5/10/24	Contract Adn D/31/18 Tu		udoiaite

Assistant/County Attorney

C. Other Department Review:

Department Director

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

SECOND AMENDMENT TO CONTRACT

THIS SECOND AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES (hereinafter "Second Amendment"), is made as of this 25th day of <u>September</u> 2018 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 ("Contract") on November 17, 2015 (R2015-1662) for the Adult Drug Court programs which provided an amount not to exceed \$189,390; and

WHEREAS, the Parties entered into a First Amendment to the Contract on November 21, 2017 (2017-1743) to decrease funding by \$40,000; 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 increase that amount by \$15,000 for a new not to exceed Contract amount of \$164,390; and

NOW THEREFORE, the above named Parties hereby mutually agree to revise the Contract 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 Contract.
- II. Article 3 (Payments to Consultant) of the Contract is amended to increase the total amount to be paid by \$15,000, to the new not-to-exceed amount of \$164,390.
- III. Exhibit "B-01" of the Contract is deleted in its entirety and replaced by Exhibit "B-02" attached hereto, and made a part hereof.
- IV. Article 21 (Nondiscrimination) is amended to read:

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment

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without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

Article 28 (Criminal History Records Check) is amended to read: V.

> The CONSULTANT, CONSULTANT'S employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONSULTANT if the CONSULTANT 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONSULTANT employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

VI. Article 30 (Scrutinized Companies) is amended to read:

> A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

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B. When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

VII. Except as modified herein by the First and Second Amendments, 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.

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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.

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

By: 1en Karen Hilo Chief Executive Director

WITNESS: Signature

Name (type or print)

Signature

MICKe han Name (type or print)

Director of Purchasing on Behalf of PALM BEACH COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS

By:=

Kathleen M. Scarlett, Director Department of Purchasing, Palm Beach County

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: γc

Stephanie Sejnoha Department Director

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EXHIBIT "B-02"

Second Amendment Schedule for Payment

Reimbursable Expenses 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

Total Reimbursement CAP Per Fiscal Year

OCTOBER 1, 2015 – SEPTEMBER 30, 2016:	\$ 63,130
OCTOBER 1, 2016 – SEPTEMBER 30, 2017:	\$ 43,130
OCTOBER 1, 2017 – SEPTEMBER 30, 2018:	\$ 58,130
MAXIMUM CONTRACT AMOUNT FOR THREE YEARS:	\$164,390

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SECOND AMENDMENT TO CONTRACT

THIS SECOND AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES (hereinafter "Second Amendment"), is made as of this <u>a6th</u>day of <u>September</u> 2018 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 Professional Services ("Contract") 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 entered into a First Amendment to the Contract For Professional Services on November 21, 2017 (R2017-1744) to increase funding by \$10,000 for a new not-to-exceed amount of \$77,500; and

WHEREAS, the Parties have agreed to a further increase of \$12,000 for a new not-to-exceed Contract amount of \$89,500; and

WHEREAS, the Parties have agreed to an extension of the project period to May 31, 2019 for the completion of on-going services.

NOW THEREFORE, the Parties hereby mutually agree to revise the Contract 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 Contract.
- II. Article 2 (Schedule) is amended to read "The CONSULTANT shall commence services on October 1, 2015 and complete all services by May 31, 2019.
- III. Article 3 (Payments to Consultant) is amended to increase the total amount to be paid by \$12,000, to the new not-to-exceed amount of \$89,500.
- IV. Exhibit "B-01" of the Contract is deleted in its entirety and replaced by Exhibit "B-02" attached hereto, and made a part hereof.

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V. Article 21 (Nondiscrimination) is amended to read:

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

VI. Article 28 (Criminal History Records Check) is amended to read:

The CONSULTANT, CONSULTANT'S employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONSULTANT if the CONSULTANT 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONSULTANT employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

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- VII. Article 30 (Scrutinized Companies) is amended to read:
 - A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.
 - B. When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in Sudan List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

V. Except as modified herein by this Second 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.

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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.

CONSULTANT: South County Mental Health Center, Inc.

By Dr. Joseph Speicher

Chief Executive Officer

WITNESS: Signature

RAY ES Name (type of print)

Etchells Signature

innber Name (type or print)

Director of Purchasing on Behalf of PALM BEACH COUNTY, FLORIDA **BOARD OF COUNTY COMMISSIONRES**

6 By: For

Kathleen M. Scarlett, Director Department of Purchasing, Palm Beach County

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: sistant Coun tornex

APPROVED AS TO TERMS AND CONDITIONS

emo By:

Stephanie Sejnoha Department Director

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Second Amendment Schedule for Payment

Reimbursable Expenses Amending Original Contract (R2015-1664), First Amendment (R2017-1744) SCHEDULE OF PAYMENTS Costs for Project Period October 1, 2015 – May 31, 2019

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

 OCTOBER 1, 2018 -- MAY 31, 2019*
 \$ 12,000

 *For participants enrolled prior to October 1, 2018, no new participants to be added after October 1, 2018

MAXIMUM CONTRACT AMOUNT:

\$89,500

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