



**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          | 15,000        | 12,000        |             |             |             |
| External Revenues        |               |               |             |             |             |
| Program Income (County)  |               |               |             |             |             |
| In-Kind Match (County)   |               |               |             |             |             |
| <b>Net Fiscal Impact</b> | <u>15,000</u> | <u>12,000</u> |             |             |             |

# ADDITIONAL FTE POSITIONS (Cumulative)      0      0      0      0      0

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

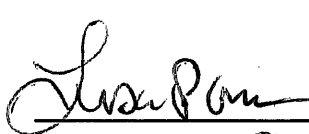
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

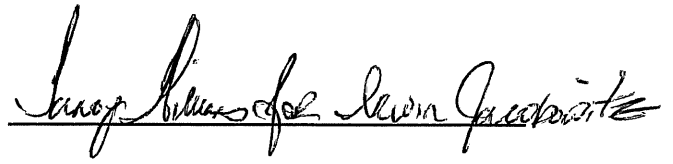

Fund: General Fund  
 Unit: 5243 – Adult Drug Court

Departmental Fiscal Review: (NC)  10/23/18

**III. REVIEW COMMENTS**

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

 10/22/18  
 OFMB <sup>EB</sup> 10/25      5/10/18

  
 Contract Administration  
10/31/18 

**B. Legal Sufficiency:**

 10/31/18  
 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 25<sup>th</sup> day of September 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

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.

V. 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.

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.

**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.

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.

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

By: Karen Hilo  
Karen Hilo *officer*  
Chief Executive Director

By: [Signature]  
Kathleen M. Scarlett, Director  
Department of Purchasing, Palm Beach County

WITNESS:

[Signature]  
Signature

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]  
Assistant County Attorney

Allison Francis  
Name (type or print)

APPROVED AS TO TERMS  
AND CONDITIONS

[Signature]  
Signature

By: [Signature]  
Stephanie Sejnoha  
Department Director

Nickesha Thompson  
Name (type or print)

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 |

**SECOND AMENDMENT TO CONTRACT**

**THIS SECOND AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES** (hereinafter "Second Amendment"), is made as of this 25<sup>th</sup> day of September 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.



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.

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 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.

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.

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.

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

By: Joseph S. Speicher  
Dr. Joseph Speicher  
Chief Executive Officer

By: [Signature]  
Kathleen M. Scarlett, Director  
Department of Purchasing, Palm Beach County

WITNESS:

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

Jerry Esposito  
Signature

By: [Signature]  
Assistant County Attorney

Terry Esposito  
Name (type or print)

APPROVED AS TO TERMS  
AND CONDITIONS

Kimberly Etchells  
Signature

By: [Signature]  
Stephanie Sejnoha  
Department Director

Kimberly Etchells  
Name (type or print)

EXHIBIT "B-02"

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<br>Type | Billing<br>Rate |
|-------------------------|--------------|-----------------|
| Psychiatric Evaluations | Per Person   | \$210.00        |
| Medication Management   | Monthly      | \$60.00         |
| Medication              | Yearly       | \$200.00        |

**AS AMENDED:**

|  |                  |
|--|------------------|
| <b>OCTOBER 1, 2015 – SEPTEMBER 30, 2016:</b> | <b>\$ 22,500</b> |
| <b>OCTOBER 1, 2016 – SEPTEMBER 30, 2017:</b> | <b>\$ 27,500</b> |
| <b>OCTOBER 1, 2017 – SEPTEMBER 30, 2018:</b> | <b>\$ 27,500</b> |
| <b>OCTOBER 1, 2018 -- MAY 31, 2019*</b>      | <b>\$ 12,000</b> |

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

**MAXIMUM CONTRACT AMOUNT: \$89,500**