

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: January 15, 2018	<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 First Amendment to the Contract for Consulting/Professional Services with Phamatech, Inc. (R2018-1520) for the period of October 01, 2018 through September 30, 2021, for a total not-to-exceed amount of \$666,525 to provide drug-testing services to all participants referred by the Adult, Delinquency, and Family Drug Courts.

**Summary:** This amendment will allow for the expansion of the types of confirmation testing that can be requested. The confirmation testing shows qualitative results of drugs and/or drug metabolites present in a test. These confirmations are needed to help identify and access the treatment needs of the participants. This amendment outlines the respective responsibilities, policies, and procedures that will be undertaken by Phamatech, Inc. and the County with the use of and restrictions regarding Room 3.1003 in the building located at 205 N. Dixie Highway, West Palm Beach, Florida 33401 (Main Courthouse). This amendment was executed in accordance with R2018-1519 and R2018-1520 which authorized the County Administrator or designee to execute minor amendments and administrative documents associated with the above 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 Court Treatment Program is a rehabilitation program for non-violent defendants who have drug use disorders. The Delinquency Drug Court program is a court supervised drug treatment program, which provides regular and continuous supervision as well as intensive substance abuse treatment, sanctions, incentives and support services to juvenile offenders and their families. Drug testing is a standard component of drug courts. Participants are regularly drug tested at random during the duration of a program. Drug testing and treatment results are reported to the drug courts in a timely manner and a liaison from each agency attends weekly staffing meetings and court hearings as a part of the drug court team.

**Attachments:**

- 1) First Amendment to Contract for Consulting/Professional Services with Phamatech, Inc. with Exhibit B-01 and C

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Recommended by:	<u>[Signature]</u>	<u>12/20/18</u>
	Department Director	Date
Approved By:	<u>[Signature]</u>	<u>4/4/19</u>
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	2019	2020	2021	2022	2023
Personal Services					
Operating Costs					
Capital Expenditures					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	*				

# 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 Dept. 660 Unit 5241/5242/5243 Obj. 8201  
Rev No: Fund 0001 Dept. 660 Unit 5241/5242/5243 Rev. varies

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

Fund: General Fund  
Unit: 5241 - Delinquency Drug Court  
5242 - Family Drug Court  
5243 - Adult Drug Court

\* There is no additional fiscal impact only expanding the types of confirmation testing being provided and formalize use of and restrictions of the use of space on County property.

C. Departmental Fiscal Review: (we) [Signature] 12/19/18.

III. REVIEW COMMENTS

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

[Signature] 12/27/18  
OFMB 12/27/18  
Control  
[Signature] 1/12/19  
Contract Dev. And  
1/2/19

B. Legal Sufficiency:

[Signature] 12/17/18  
Assistant County Attorney

C. Other Department Review:

[Signature] 12/11/18  
Department Director

**FIRST AMENDMENT TO CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES  
TO PROVIDE DRUG TESTING TO THE DRUG COURT PROGRAMS**

**THIS FIRST AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES** (hereinafter "First Amendment"), is made as of the \_\_\_\_ day of \_\_\_\_\_, 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 PHAMATECH, INC., (herein referred to as the "CONSULTANT"), a foreign profit corporation authorized to do business in the State of Florida, whose Federal I.D. is 33-0836229.

**WITNESSETH:**

**WHEREAS**, the Parties, entered into that certain Contract For Professional Services on October 1, 2018 (R-2018-1520) for the drug court program which provided an amount not to exceed \$666,525; and

**WHEREAS**, the CONSULTANT's responsibilities under the Contract are to provide drug testing services to participants in the drug court programs; and

**WHEREAS**, the Parties have agreed to expand the list of testing confirmations provided on Exhibit "B"; and

**WHEREAS**, the Parties have agreed to Use and Restrictions Regarding the Premises provided on added Exhibit "C"; 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. The Agreement is hereby modified to add the following:

**ARTICLE 32: OFFICE SPACE**

The County shall grant Consultant the right, revocable license and privilege of accessing and using Room 3.1003 in the building located at 205 N. Dixie Highway, West Palm Beach, Florida 33401, more commonly known as the Palm Beach County Main Courthouse (Juvenile side), which shall be used solely and exclusively for general office purposes, specimen sample collection and meeting their obligations under the terms of this Contract (the Premises). Additional provisions on the license, use and restrictions regarding the Premises are detailed in Exhibit "C," which is attached hereto and incorporated herein.
- III. Exhibit "B" of the Contract is deleted in its entirety and replaced by Exhibit "B-01" attached hereto, and made a part hereof.
- 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.

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

ATTEST:  
SHARON R. BOCK  
CLERK AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:  
By: Verdenia C. Baker  
Verdenia Baker, County Administrator

WITNESS:  
[Signature]  
Signature  
Dana M. Conde / Contract Manager  
Name (type or print)  
[Signature]  
Jodee Callaghan / Finance Manager  
Name (type or print)

CONSULTANT:  
Phamatech Inc.  
[Signature]  
By: \_\_\_\_\_  
Tuan Pham, President

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
By: [Signature]  
County Attorney

(corp. seal)

APPROVED AS TO TERMS  
AND CONDITIONS  
By: MB [Signature]  
Department Director

Service/Program: Drug Court Participant Drug Testing  
PHAMATECH INC.

Reimbursable Expenses for Project Period  
October 1, 2018 – September 30, 2021  
FIRST AMENDMENT

The Consultant 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.

Reimbursement per fiscal year is limited to \$ \$222,175.

Total reimbursement during the 3-year contract is \$666,525.

ADULT DRUG COURT:

	Unit Cost Rate	Total Units	Estimated Total
7 Panel Test & Fentanyl Screen	\$16.50	11,500	\$189,750
Expanded Opiate	\$3	10	\$30
Flakka	\$25	10	\$250
Ecstasy	\$3	10	\$30
Buprenorphine	\$3	10	\$30
Confirmations*	\$9	2,000	\$18,000
*By Request from the drug court to include: Fentanyl, ETG, Cocaine, Marijuana, Opiates, Benzodiazepines, Amphetamines, Expanded Opiates, Ecstasy, Buprenorphine			
Annual Fiscal Year Total			\$208,090

JUVENILE/DELINQUENCY DRUG COURT:

	Unit Cost Rate	Total Units	Estimated Total
7 Panel Test	\$14.50	570	\$8,265
Expanded Opiate	\$3	2	\$6
Flakka	\$25	2	\$50
Ecstasy	\$3	2	\$6
Buprenorphine	\$3	2	\$6
Confirmations*	\$9	30	\$270
*By Request from the drug court to include: Fentanyl, ETG, Cocaine, Marijuana, Opiates, Benzodiazepines, Amphetamines, Expanded Opiates, Ecstasy, Buprenorphine			
Annual Fiscal Year Total			\$8,603

**FAMILY DRUG COURT:**

	Unit Cost Rate	Total Units	Estimated Total
7 Panel Test	\$14.50	350	\$5,075
Expanded Opiate	\$3	2	\$6
Flakka	\$25	2	\$50
Ecstasy	\$3	2	\$6
Buprenorphine	\$3	25	\$75
Confirmations*	\$9	30	\$270
*By Request from the drug court to include: Fentanyl, ETG, Cocaine, Marijuana, Opiates, Benzodiazepines, Amphetamines, Expanded Opiates, Ecstasy, Buprenorphine			
Annual Fiscal Year Total			\$5,482

**USE OF AND RESTRICTIONS REGARDING  
THE PREMISES**

1 . **License for Premises.** In addition to the license for Room 3.1003 in the Palm Beach County Main Courthouse (the Premises), Consultant shall have the non-exclusive license over, upon and across the Premises, together with the male/female restroom facilities on that floor and the common areas of the Palm Beach County Main Courthouse to allow Consultant access and use of the Premises. The Consultant shall be entitled to use the Premises without charge.

The County will provide the Consultant with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The Consultant accepts the Premises in "as is" condition.

The Consultant shall establish procedures with regard to donor specimen collection, space utilization, the mailing of donor specimen samples and permitted uses. Said procedures shall include, but not be limited to, coordination between the County and the Consultant of said use. The Consultant shall, at Consultant's sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the Consultant or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

2. **Additional Uses.** The Consultant shall not use, permit or suffer the use of the Premises or any other part of the Courthouse for any other business or purpose whatsoever, except as specifically set forth in this Contract and this Exhibit "C" without the prior written approval of the Director of the County's Department of Facilities Development & Operations.

3. **Improvements, Maintenance, Repairs and Utilities.** The County shall maintain, repair and keep the Premises in good condition and repair at County's sole cost and expense; provided however, in the event the Consultant damages the Premises, County shall complete the necessary repairs and the Consultant shall reimburse County for all expenses incurred by County in doing so. Furthermore, County shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall County be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the Consultant.

4. **Waste and Nuisance.** The Consultant shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or the Courthouse or which may affect County's fee interest in the Premises. The Consultant shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.

5. **County's Right to Enter.** County shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this Agreement and for purposes of inspection of the Premises generally.

6. **Revocation of License.** Notwithstanding anything to the contrary contained in this Contract, the rights to use County property granted to the Consultant in this Contract and this Exhibit "A" amount only to a license to use the Premises, which license is expressly revocable by County for any

reason whatsoever upon notice to the Consultant. Upon Consultant's receipt of notice from County of the revocation of the license granted hereby, the Consultant shall vacate the Premises within thirty (30) days, whereupon the Consultant's rights of use pursuant to this Agreement and this Exhibit "C" shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

7. **Surrender of Premises.** Upon expiration or earlier termination of the Consultant's license to use the Premises, the Consultant, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the County in at least the same condition the Premises were in as of the date of this Agreement, reasonable wear and tear excepted.

8. **Indemnity.** To the extent permitted by law, Consultant shall indemnify, defend and save County, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by Consultant of the Premises or any part thereof; or any act, error or omission of Consultant, its agents, contractors, employees, volunteers or invitees. In case County shall be made a party to any litigation commenced against Consultant or by Consultant against any third party, then Consultant shall protect and hold County, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.