

SECOND AMENDMENT TO CONTRACT

THIS SECOND AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES (hereinafter "Second Amendment"), is made as of this ____ day of _____ 2019, 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 for-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 02, 2018, (R 2018-1520) for the Adult, Delinquency and Family Drug Court programs which provided an amount not to exceed \$666,525; and

WHEREAS, the First Amendment to Contract dated January 15, 2019, expanded the types of confirmation testing that could be requested.

WHEREAS, the CONSULTANT's responsibilities under the Contract are to provide drug testing services to all participants referred by Adult, Delinquency and Family Drug Courts; and

WHEREAS, the Parties agree to include the 7 panel test & Fentanyl screen for the Delinquency and Family Drug Court programs at a unit rate of \$16.50 per unit; and

WHEREAS, the Parties agree that retest will be utilized in lieu of confirmation testing, creatinine levels will be included in all results, and methadone testing is added at \$3 per unit; and

WHEREAS, COUNTY shall provide additional funding to CONSULTANT in an amount of up to \$12,940, for a total not to-exceed contract amount of \$679,465.

NOW THEREFORE, the above named 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. This Second Amendment shall be effective retroactively as of August 1, 2019.
- III. Exhibit "B-01" of the Contract is deleted in its entirety and replaced by Exhibit "B-02" attached hereto and incorporated herein.
- IV. ARTICLE 3.A. - PAYMENTS TO CONSULTANT is deleted and replaced with the

following:

The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses shall not exceed a total contract amount of SIX HUNDRED SEVENTY-NINE THOUSAND FOUR HUNDRED SIXTY-FIVE Dollars (\$679,465). For the period of October 1, 2018, through September 30, 2019, the total amount of funds provided to CONSULTANT under this Contract shall not exceed \$224,193 ("first fiscal year"). For the period of October 1, 2019, through September 30, 2020, the total amount of funds provided to CONSULTANT under this Contract shall not exceed \$227,636 ("second fiscal year"). For the period of October 1, 2020 through September 30, 2021, the total amount of funds provided to CONSULTANT under this Contract shall not exceed \$227,636 ("third fiscal year"). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached for each of the three fiscal years of this Contract. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B 02" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date

- V. Article 7 – SUBCONTRACTING, is deleted and replaced in its entirety with the following: The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities.

If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply: If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

- VI. Article 21- Nondiscrimination, is amended to add the following: As a condition of entering into this Contract, the CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT retaliate against any person for reporting instances of such discrimination. The CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public

Second Amendment

sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.

- VII. This amendment and the requirements set forth herein will become effective upon execution by the parties. 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.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

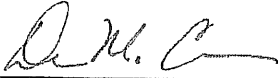
PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor Mack Bernard

WITNESS:

CONSULTANT:



Signature

Phamatech Inc.
By: 

Tuan Pham, President

Dana M. Conde
Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(corp. seal)

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 

Department Director

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

Reimbursable Expenses for Project Period
October 1, 2018 – September 30, 2021
SECOND 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.

Total reimbursement during the 3-year contract is \$679,465. For the period of October 1, 2018, through September 30, 2019, the total amount of funds provided to CONSULTANT under this Contract shall not exceed \$224,193 (“first fiscal year”). For the period of October 1, 2019, through September 30, 2020, the total amount of funds provided to CONSULTANT under this Contract shall not exceed \$227,636 (“second fiscal year”). For the period of October 1, 2020 through September 30, 2021, the total amount of funds provided to CONSULTANT under this Contract shall not exceed \$227,636 (“third fiscal year”). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached for each of the three fiscal years of this Contract.

ADULT DRUG COURT:

	Unit Cost Rate
7 Panel Test & Fentanyl Screen	\$16.50
Expanded Opiate	\$3
Flakka	\$25
Ecstasy	\$3
Buprenorphine	\$3
Methadone	\$3
Retest*	\$9

*By Request from the drug court to include: Fentanyl, ETG, Cocaine, Marijuana, Opiates, Benzodiazepines, Amphetamines, Expanded Opiates, Ecstasy, Buprenorphine, and Methadone

NOTE: Creatinine interpretation will be included

JUVENILE/DELINQUENCY DRUG COURT:

	Unit Cost Rate
7 Panel Test & Fentanyl Screen	\$16.50
Expanded Opiate	\$3
Flakka	\$25
Ecstasy	\$3
Buprenorphine	\$3
Methadone	\$3
Retest*	\$9

*By Request from the drug court to include: Fentanyl, ETG, Cocaine, Marijuana, Opiates, Benzodiazepines, Amphetamines, Expanded Opiates, Ecstasy, Buprenorphine, and Methadone

NOTE: Creatinine interpretation will be included

FAMILY DRUG COURT:

	Unit Cost Rate
7 Panel Test Fentanyl Screen	\$16.50
Expanded Opiate	\$3
Flakka	\$25
Ecstasy	\$3
Buprenorphine	\$3
Methadone	\$3
Retest*	\$9

*By Request from the drug court to include: Fentanyl, ETG, Cocaine, Marijuana, Opiates, Benzodiazepines, Amphetamines, Expanded Opiates, Ecstasy, Buprenorphine, and Methadone

NOTE: Creatinine interpretation will be included



PHAMINC-01

TSHUMAKER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wateridge Insurance Services 10717 Sorrento Valley Road San Diego, CA 92121	CONTACT NAME:	
	PHONE (A/C, No., Ext): (858) 452-2200	FAX (A/C, No.): (858) 452-8004
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Phamatech, Inc. 15175 Innovation Drive San Diego, CA 92128	INSURER A : Hartford Casualty Insurance Co	NAIC # 29424
	INSURER B : Berkshire Hathaway Homestate	20044
	INSURER C : Certain Underwriters at Lloyds	
	INSURER D : Homeland Ins Co of New York	34452
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	72JUNHC0680	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		X	72JUNHC0680	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			72RHUTR9385	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		X	PHWC020772	3/15/2019	3/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> Cyber Liability			ESH021140084	3/28/2019	3/28/2020	Limit 2,000,000
D	<input checked="" type="checkbox"/> Professional Liabili			MFL0060140319	3/17/2019	3/17/2020	Per Claim 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: INSURED'S OPERATIONS PERFORMED UNDER WRITTEN CONTRACT. CERTIFICATE HOLDER, PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS, CONSULTANTS ARE NAMED ADDITIONAL INSURED AS REQUIRED BY WRITTEN * SEE ATTACHED NOTEPAD *

Certificate Holder Note:

CONTRACT WITH RESPECT TO GENERAL LIABILITY COVERAGE IS PRIMARY AND NON-SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

PALM BEACH COUNTY PUBLIC SAFETY DEPARTMENT
ATTN: JENISE LINK
20 S. MILITARY TRAIL
EST PALM BEACH, FL 33415

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Wateridge Insurance Services		NAMED INSURED Phamatech, Inc. 15175 Innovation Drive San Diego, CA 92128	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
CONTRIBUTORY. GENERAL/AUTO LIABILITY AND WORKERS COMPENSATION WAIVERS OF
SUBROGATION APPLY PER ATTACHED. UMBRELLA GOES OVER ALL UNDERLYING POLICIES
AND FOLLOWS FORM.

Products/Completed Operations Liability
Insurer: Medmarc Casualty Ins. Company
Policy #: 19CA380058
Policy Period: 6/1/19-6/1/20
Aggregate Limit: \$4,000,000
Each Occurrence: \$4,000,000
Deductible: Per Occurrence \$10,000; Aggregate \$50,000