



## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact

| Fiscal Years           | <u>2026</u> | <u>2027</u> | <u>2028</u> | <u>2029</u> | <u>2030</u> |
|------------------------|-------------|-------------|-------------|-------------|-------------|
| Personal Services      |             |             |             |             |             |
| Operating Expenses     |             |             |             |             |             |
| Capital Outlay         |             |             |             |             |             |
| Grants & Aids          | 25,000      |             |             |             |             |
| External Revenues      | (25,000)    |             |             |             |             |
| In-Kind Match (County) |             |             |             |             |             |
| Net Fiscal Impact      | *           |             |             |             |             |

### # ADDITIONAL FTE

|                        |   |   |   |   |   |
|------------------------|---|---|---|---|---|
| POSITIONS (Cumulative) | 0 | 0 | 0 | 0 | 0 |
|------------------------|---|---|---|---|---|

|                                     |     |    |   |
|-------------------------------------|-----|----|---|
| Is Item Included In Current Budget? | Yes | No | X |
| Is this item using Federal Funds?   | Yes | No | X |
| Is this item using State Funds?     | Yes | No | X |

Budget Account Exp No: Fund 0001 Dept. 660 Unit 5214/5241/5242/5243  
Obj. various

Rev No: Fund 0001 Dept. 660 Unit 5214/5241//5243 Rev various

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

\* FY25 – There is no additional fiscal impact, as contracted amounts are being reallocated between agencies. There was more of a need for testing and treatment for Family and Adult Drug Courts and less of a need for treatment for Juvenile Drug Court Program contracts. The changes to contracted amount only apply to FY25 to be able to pay for services rendered. In the subsequent years of these contracts the amounts will revert back to the original annual allocation to each contract.

FY26 – Phamatech contract is increasing overall by \$25,000 for Pre-Trial Clients (Unit 5214) and will be funded by the Criminal Justice Commission Crime Prevention Trust Fund.

Departmental Fiscal Review: \_\_\_\_\_

KTC

## III. REVIEW COMMENTS

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

Steve Martin 12/13/2025  
MD 12/13 OFMB JPA 12/13

Brandy Mack 12/10/25  
Contract Dev. And Control 26/12/9/25  
12.9.25 TW

### B. Legal Sufficiency:

[Signature] 12/11/2025  
Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
Department Director

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

Continued from page 1

**Summary:** To ensure the continuity of treatment and drug testing services for individuals with SUD in Palm Beach County, these amendments are necessary. The First Amendments adjust several SUD contracts by reducing funding for some providers and reallocating it to others based on current trends and forecasts. Funds are being shifted from CFS and DATA contracts to increase budgets for DAF and Phamatech, Inc. The reallocation of funds only covers a portion of the increase needed for the Phamatech contract; therefore, the difference will be offset by using available funds from the Criminal Justice Commission Crime Prevention Trust Fund in the amount of \$25,000. The Amendments to these contracts will cover drug testing costs for about 1,400 SOR/pretrial indigent clients who would otherwise have to bear the costs. In conjunction with funding adjustments, several updates to the drug testing contract were required, specifically adding testing of Supervised Own Recognizance (SOR)/pretrial indigent clients; update the names of the Drug Courts; deleting weekly staffing and hearing meetings requirement; revising the hours of operation for the testing sites; and revising the turnaround time of the sample collection, testing, confirmation, and reporting result. Adult SUD treatment services provided by this contract offer multiple locations that are accessible by public transportation with services offered by DAF in Delray Beach in southern Palm Beach County. Delinquency SUD treatment services provided by these contracts offer multiple locations that are accessible by public transportation with outpatient and residential services offered by DATA in central West Palm Beach and outpatient and referral services offered by CFS on the southernmost end of West Palm Beach. On November 19, 2024, R2024-1591, R2024-1592, R2024-1593 and R2024-1594, along with R2025-0052 on January 7, 2025, authorized the County Administrator or designee to execute future contracts, amendments, and administrative documents associated with these Drug Court Program contracts on behalf of the Board of County Commissioners (BCC), after approval of legal sufficiency by the County Attorney's Office and within budgeted allocation that do not substantially change the scope of work or terms and conditions of the original contract. These First Amendments do not substantially change the scope of work or terms or conditions of the contracts. **Countywide** (RS)

**Background and Justification:**

The Adult Drug Court helps participants recover from SUD with the aim of reducing future criminal activity. Through specialized court dockets, and intensive court-monitoring, Adult Drug Court offers treatment in lieu of a felony conviction. The Fifteenth Judicial Circuit's Adult Drug Court Program is a judicially supervised SUD treatment program that has provided treatment to nonviolent, adult, drug-involved felony defendants for over 20 years. Participants must be Palm Beach County residents and available for counseling services, random drug testing, and close supervision by the Adult Drug Court Judge and team for a maximum of one (1) year. Treatment results are reported to the drug courts regularly by qualified liaisons from each agency that attend weekly staffing meetings and court hearings as part of the Adult Drug Court process. The Delinquency Drug Court program helps participants recover from SUD with the aim of reducing future criminal activity. Delinquency Drug Court offers regular and continuous supervision by the Delinquency Drug Court Judge and team as well as intensive SUD treatment, sanctions, incentives and support services to juveniles and their families.

**FIRST AMENDMENT TO CONTRACT FOR  
CONSULTING/PROFESSIONAL SERVICES BETWEEN PALM BEACH  
COUNTY AND CENTER FOR FAMILY SERVICES OF PALM BEACH  
COUNTY, INC.**

**THIS FIRST AMENDMENT TO CONTRACT FOR CONSULTANT/PROFESSIONAL SERVICES** ("First Amendment"), is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, ("County"), and **CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC.**, a not-for-profit authorized to do business in the State of Florida, ("Entity"), whose Federal I.D. is 59-1084179, collectively the ("Parties").

**WITNESSETH:**

**WHEREAS**, County and Entity entered into that certain Contract for consulting/professional services on November 19, 2024 (R2024-1592) to provide substance use disorder treatment and psychiatric services for participants of the adult drug court program for an amount not to exceed one hundred and eighty thousand dollars (\$180,000); and

**WHEREAS**, the Parties agree to amend Exhibit B, Reimbursable Expenses, for project period October 1, 2024 – September 30, 2027 as follows:

- Decrease the reimbursement by twenty-five thousand dollars (\$25,000) for fiscal year ending September 30, 2025; and

**WHEREAS**, the Parties agree to amend the contract to decrease the contract amount by twenty-five thousand dollars (\$25,000) for fiscal year ending September 30, 2025; thereby decreasing the contract not-to-exceed amount from one hundred and eighty thousand dollars (180,000) to one hundred and fifty-five thousand dollars (\$155,000).

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree 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 Reimbursable Expenses for Project Period October 1, 2024 – September 30, 2027 attached to the Contract as Exhibit B is hereby replaced with Reimbursable Expenses for Project Period October 1, 2024 – September 30, 2027 as amended, attached hereto as Exhibit B-2.

- III. The reimbursement per fiscal year limit is decreased from \$60,000 to \$35,000 for fiscal year ending September 30, 2025.
- IV. The total reimbursement during the 3-year contract decreases to \$155,000.
- V. Article 3 (Payments to Entity) is amended to decrease the total amount to be paid from one hundred and eighty thousand dollars (180,000) to one hundred and fifty-five thousand dollars (\$155,000).
- VI. Except as modified herein, all other terms and conditions remain in full force and effect.

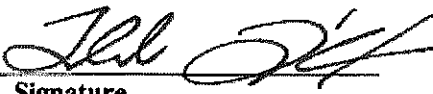
**THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

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

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:**

**ENTITY:  
Center for Family Services of  
Palm Beach County, Inc.**

By:   
County Administrator or Designee

  
Signature


Todd L'Herron  
Typed Name

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

CEO  
Title

By:   
County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Stephanie Sejnoha,  
Director of Public Safety

**EXHIBIT "B-2"**  
Revised 8.1.25

**Service/Program: Adult Drug Court Participant Treatment  
CENTER FOR FAMILY SERVICES OF PALM BEACH  
COUNTY, INC.  
Reimbursable Expenses for Project Period  
October 1, 2024 – September 30, 2027**

The Entity 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 for fiscal year ending September 30, 2025 is limited to **\$35,000**.

Reimbursement per fiscal year is limited to **\$60,000** for fiscal years ending September 30, 2026 and September 30, 2027.

Total Reimbursement during the 3-year contract is **\$155,000**

| <u>Service</u>                            | <u>Unit Type</u> | <u>Billing Rate</u> |
|---|------------------|---------------------|
| Individual Sessions                       | 1 hour           | \$90.00             |
| Individual Sessions<br>(Telehealth)       | 1 hour           | \$90.00             |
| Group Counseling Sessions                 | 1.5 hour         | \$30.00             |
| Group Counseling Sessions<br>(Telehealth) | 1.5 hour         | \$30.00             |
| Biopsychosocial Assessment                | 1 hour           | \$90.00             |
| Treatment Plan                            | 1 hour           | \$90.00             |
| Treatment Plan Review                     | 1 hour           | \$60.00             |
| Case Management<br>(Court Request Only)   | 1 hour           | \$63.50             |

**FIRST AMENDMENT TO CONTRACT FOR  
CONSULTING/PROFESSIONAL SERVICES BETWEEN PALM BEACH  
COUNTY AND CENTER FOR FAMILY SERVICES OF PALM BEACH  
COUNTY, INC.**

**THIS FIRST AMENDMENT TO CONTRACT FOR CONSULTANT/PROFESSIONAL SERVICES** ("First Amendment"), is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, ("County"), and **CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC.**, a not-for-profit authorized to do business in the State of Florida, ("Entity"), whose Federal I.D. is 59-1084179, collectively the ("Parties").

**WITNESSETH:**

**WHEREAS**, County and Entity entered into that certain Contract for consulting/professional services on November 19, 2024 (R2024-1594) to provide substance use treatment (drug abuse and psychiatric treatment) for Juvenile Drug Court program for an amount not to exceed ninety thousand dollars (\$90,000); and

**WHEREAS**, the Parties agree to amend Exhibit B, Reimbursable Expenses, for project period October 1, 2024 – September 30, 2027 as follows:

- Decrease the reimbursement by twenty thousand dollars (\$20,000) for fiscal year ending September 30, 2025; and

**WHEREAS**, the Parties agree to amend the contract to decrease the contract amount by twenty thousand dollars (\$20,000) for fiscal year ending September 30, 2025; thereby decreasing the contract not-to-exceed amount from ninety thousand dollars (90,000) to seventy thousand dollars (\$70,000).

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree 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 Reimbursable Expenses for Project Period October 1, 2024 – September 30, 2027 attached to the Contract as Exhibit B is hereby replaced with Reimbursable Expenses for Project Period October 1, 2024 – September 30, 2027 as amended, attached hereto as Exhibit B-2.



- III. The reimbursement per fiscal year limit is decreased from \$30,000 to \$10,000 for fiscal year ending September 30, 2025.
- IV. The total reimbursement during the 3-year contract decreases to \$70,000.  
  
Article 3 (Payments to Entity) is amended to decrease the total amount to be paid from ninety thousand dollars (90,000) to seventy thousand dollars (\$70,000)
- V. Except as modified herein, all other terms and conditions remain in full force and effect.

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

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:**

**ENTITY:  
Center for Family Services of  
Palm Beach County, Inc.**

By:   
County Administrator or Designee

  
Signature


**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

Todd L'Herron  
Typed Name

By:   
County Attorney

CEO  
Title

**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Stephanie Sejnoha,  
Director of Public Safety

**ITEMIZED BUDGET  
FOR JUVENILE DRUG COURT TREATMENT  
CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC.  
PROJECT PERIOD: OCTOBER 1, 2024- SEPTEMBER 30, 2027**

| <b>Service</b>   | <b>Unit Type</b>          | <b>Billing Rate</b> |
|--|---------------------------|---------------------|
| Individual Sessions  | 1.0 hour                  | \$90.00             |
| Family Sessions  | 1.0 hour                  | \$90.00             |
| Group Counseling Sessions  | 1.0 hour                  | \$30.00             |
| Biopsychosocial  | per assessment            | \$100.00            |
| Case Management Session<br>(Court Request Only)  | per 15 minutes            | \$15.88             |
| Treatment Plan   | per treatment plan        | \$90.00             |
| Treatment Plan Review  | per treatment plan review | \$60.00             |
| Reimbursement for fiscal year ending September 30, 2025 is limited to  |                           | \$10,000            |
| Reimbursement for fiscal year ending September 30, 2026<br>and fiscal year ending September 30, 2027 is limited to |                           | \$30,000            |
| Total Reimbursement during the 3-year contract is  |                           | \$70,000            |

The Entity will prepare and submit monthly invoices to the Juvenile Drug Court offices no later than the 10<sup>th</sup> of each month for the previous months' services. 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.

**FIRST AMENDMENT TO CONTRACT FOR  
CONSULTING/PROFESSIONAL SERVICES BETWEEN PALM BEACH  
COUNTY AND DRUG ABUSE TREATMENT ASSOCIATION, INC.**

**THIS FIRST AMENDMENT TO CONTRACT FOR CONSULTANT/PROFESSIONAL SERVICES** ("First Amendment"), is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, ("County"), and **DRUG ABUSE TREATMENT ASSOCIATION, INC.**, a not-for-profit authorized to do business in the State of Florida, ("Entity"), whose Federal I.D. is 59-1363887, collectively the ("Parties").

**W I T N E S S E T H:**

**WHEREAS**, County and Entity entered into that certain Contract for consulting/professional services on November 19, 2024 (R2024-1593) to provide substance use treatment (drug abuse and psychiatric treatment) for Juvenile Drug Court program for an amount not to exceed two hundred seven thousand seven hundred eighty dollars (\$207,780); and

**WHEREAS**, the Parties agree to amend Exhibit B, Reimbursable Expenses, for project period October 1, 2024 – September 30, 2027 as follows:

- Decrease the reimbursement by twenty thousand dollars (\$20,000) for fiscal year ending September 30, 2025; and

**WHEREAS**, the Parties agree to amend the contract to decrease the contract amount by twenty thousand dollars (\$20,000) for fiscal year ending September 30, 2025; thereby decreasing the contract not-to-exceed amount from two hundred seven thousand seven hundred eighty dollars (\$207,780) to one hundred eighty-seven thousand seven hundred eighty dollars (\$187,780).

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree 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 Reimbursable Expenses for Project Period October 1, 2024 – September 30, 2027 attached to the Contract as Exhibit B is hereby replaced with Reimbursable Expenses for Project Period October 1, 2024 – September 30, 2027 as amended, attached hereto as Exhibit B-2.
- III. The reimbursement per fiscal year limit is decreased from \$69,260 to \$49,260 for fiscal year ending September 30, 2025.

- IV. The total reimbursement during the 3-year contract decreases to \$187,780.
- V. Article 3 (Payments to Entity) is amended to decrease the total amount to be paid from two hundred seven thousand seven hundred eighty dollars (\$207,780) to one hundred eighty-seven thousand seven hundred eighty dollars (\$187,780).
- VI. Except as modified herein, all other terms and conditions remain in full force and effect.

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

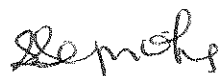
**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:**

By:   
County Administrator or Designee

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Stephanie Sejnoha,  
Director of Public Safety

**ENTITY:  
Drug Abuse Treatment Association**

  
Signature

John Fowler  
Typed Name

President/CEO  
Title

**ITEMIZED BUDGET  
FOR JUVENILE DRUG COURT TREATMENT  
DRUG ABUSE TREATMENT ASSOCIATION, INC.  
PROJECT PERIOD: OCTOBER 1, 2024–SEPTEMBER 30, 2027**

| <b>Service</b>  | <b>Unit Type</b> | <b>Billing Rate</b> |
|---|------------------|---------------------|
| Individual Sessions   | 1.0 hour         | \$86.00             |
| Family Sessions   | 1.0 hour         | \$86.00             |
| Group Counseling Sessions   | 1.0 hour         | \$31.00             |
| Residential Services  | 1.0 day          | \$47.62             |
| Reimbursement for fiscal year ending September 30, 2025 is limited to |                  | \$49,260            |
| Reimbursement for fiscal year ending September 30, 2026 is limited to |                  | \$69,260            |
| Reimbursement for fiscal year ending September 30, 2027 is limited to |                  | \$69,260            |
| Total Reimbursement during the 3-year contract is                     |                  | \$187,780           |

The Entity will prepare and submit monthly invoices to the Juvenile Drug Court offices no later than the 10<sup>th</sup> of each month for the previous months’ services. 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.

**FIRST AMENDMENT TO CONTRACT FOR  
CONSULTING/PROFESSIONAL SERVICES BETWEEN PALM BEACH  
COUNTY AND DRUG ABUSE FOUNDATION OF PALM BEACH COUNTY,  
INC.**

**THIS FIRST AMENDMENT TO CONTRACT FOR CONSULTANT/PROFESSIONAL SERVICES** (“First Amendment”), is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, (“County”), and **DRUG ABUSE FOUNDATION OF PALM BEACH COUNTY, INC.**, a not-for- profit authorized to do business in the State of Florida, (“Entity”), whose Federal I.D. is 23-7074625, collectively the (“Parties”).

**WITNESSETH:**

**WHEREAS**, County and Entity entered into that certain Contract for consulting/professional services on November 19, 2024 (R2024-1591) to provide substance use disorder treatment and psychiatric services for participants of the adult drug court program for an amount not to exceed three hundred forty-five thousand four hundred and eighty dollars (\$345,480); and

**WHEREAS**, the Parties agree to amend Exhibit B, Reimbursable Expenses, for project period October 1, 2024 – September 30, 2027 as follows:

- Increase the reimbursement by twenty-five thousand dollars (\$25,000) for fiscal year ending September 30, 2025

**WHEREAS**, the Parties agree to amend the contract to increase the contract amount by twenty-five thousand dollars (\$25,000) for fiscal year ending September 30, 2025; thereby increasing the contract not-to-exceed amount from three hundred forty- five thousand four hundred and eighty dollars (\$345,480) to three hundred seventy thousand four hundred and eighty dollars (\$370,480).

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree 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 Reimbursable Expenses for Project Period October 1, 2024 – September 30, 2027 attached to the Contract as Exhibit B is hereby replaced with Reimbursable



Expenses for Project Period October 1, 2024 – September 30, 2027 as amended, attached hereto as Exhibit B-2.

- III. The reimbursement per fiscal year limit is increased from \$115,160 to \$140,160 for fiscal year ending September 30, 2025.
- IV. The total reimbursement during the 3-year contract increases to \$370,480.
- V. Article 3 (Payments to Entity) is amended to increase the total amount to be paid from three hundred forty five thousand four hundred and eighty dollars (\$345,480) to three hundred seventy thousand four hundred and eighty dollars (\$370,480).
- VI. Except as modified herein, all other terms and conditions remain in full force and effect.

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


**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:**

By:   
County Administrator or Designee

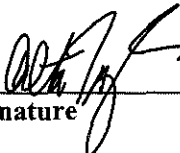
**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Stephanie Sejnoha,  
Director of Public Safety

**ENTITY:  
Drug Abuse Foundation of  
Palm Beach County, Inc.**

  
Signature

Alton Taylor  
Typed Name

President/CEO  
Title

**Service/Program: Adult Drug Court Participant Treatment**  
**DRUG ABUSE FOUNDATION OF PALM BEACH COUNTY, INC.**  
**Reimbursable Expenses for Project Period**  
**October 1, 2024 – September 30, 2027**

The Entity 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 is limited to **\$140, 160** for fiscal year ending September 30, 2025.  
Reimbursement per fiscal year is limited to **\$115, 160** for fiscal years ending September 30, 2026 and September 30, 2027.

Total Reimbursement during the 3-year contract is **\$370,480**.

| <u>Service</u>                            | <u>Unit Type</u> | <u>Billing Rate</u> |
|---|------------------|---------------------|
| Individual Sessions                       | 1 hour           | \$90.00             |
| Individual Sessions<br>(Telehealth)       | 1 hour           | \$90.00             |
| Group Counseling Sessions                 | 1 hour           | \$30.00             |
| Group Counseling Sessions<br>(Telehealth) | 1 hour           | \$30.00             |
| Level 2 Residential                       | Per Day          | \$200.00            |
| Psychiatric Evaluation                    | Per Session      | \$250.00            |
| Medication Management                     | Per Event        | \$83.00             |
| Medication                                | Per Event        | Up to \$250.00      |

**FIRST AMENDMENT TO CONTRACT FOR  
CONSULTING/PROFESSIONAL SERVICES BETWEEN PALM BEACH  
COUNTY AND PHAMATECH, INC.**

**THIS FIRST AMENDMENT TO CONTRACT FOR CONSULTANT/PROFESSIONAL SERVICES** ("First Amendment"), is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, ("County") and **PHAMATECH, INC.**, a for- profit authorized to do business in the State of Florida, ("Entity"), whose Federal I.D. is 33-0836229, collectively the ("Parties").

**WITNESSETH:**

**WHEREAS**, the Parties entered into that certain Contract for Consulting/Professional services on January 7, 2025 (R2025-0052) to provide substance use disorder treatment and psychiatric services for participants of the Drug Court Programs for an amount not to exceed seven hundred thirty-six thousand nine hundred and eight dollars (\$736,908); and

**WHEREAS**, the Parties agree to amend Exhibit A, Scope of Work, for project period October 1, 2024- September 30, 2027 as follows:

- Add testing of Supervised Own Recognizance (SOR)/Pretrial indigent clients;
- Update the names of the Drug Courts;
- Delete the weekly staffing and hearing meetings requirement;
- Revise the hours of operation for the testing sites;
- Revise the turnaround time of the sample collection, testing, confirmation, and reporting results; and

**WHEREAS**, the Parties agree to amend Exhibit B, Reimbursable Expenses for project period October 1, 2024-September 30, 2027 as follows:

- Increase the reimbursement by forty thousand dollars (\$40,000) for the fiscal year ending September 30, 2025;
- Increase the reimbursement by twenty-five thousand dollars (\$25,000) for fiscal year ending September 30, 2026;
- Add the 8-panel screen test type;
- Introduce an additional 10% financial penalty; and

**WHEREAS**, due to the increased cost of testing resulting from the addition of testing for SOR/Pretrial indigent clients, it is necessary to increase the total contract amount; and

**WHEREAS**, the Parties agree to amend the contract to increase the contract amount by forty thousand dollars (\$40,000) for fiscal year ending September 30, 2025; and by twenty-five thousand dollars (\$25,000) for fiscal year ending September 30, 2026; thereby increasing the contract not-to-exceed amount from seven hundred thirty-six thousand nine hundred eight dollars (\$736,908) to eight hundred one thousand nine hundred eight dollars (\$801,908).

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree 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. Exhibit A, Scope of Work is hereby replaced with Exhibit A, Scope of Work as amended, attached hereto as Exhibit A-2.
- III. The Reimbursable Expenses for Project Period October 1, 2024 – September 30, 2027 attached to the Contract as Exhibit B is hereby replaced with Reimbursable Expenses for Project Period October 1, 2024 – September 30, 2027 as amended, attached hereto as Exhibit B-2.
- IV. The reimbursement per fiscal year limit is increased from \$245,636 to \$285,636 for fiscal year ending September 30, 2025 and from \$245,636 to \$270,636 for fiscal year ending September 30, 2026. .
- V. The total reimbursement during the 3-year contract increases to \$801,908.
- VI. “Article 3 -Payments to Entity” is amended to increase the total amount to be paid from seven hundred thirty-six thousand nine hundred eight dollars (\$736,908) to eight hundred one thousand nine hundred and eight dollars (\$801,908).
- VII. Except as modified herein, all other terms and conditions remain in full force and effect.

**THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

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

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:**

**ENTITY: PHAMATECH, INC.**

By:   
County Administrator or Designee

  
Signature

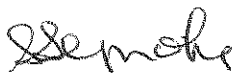
Tuan Pham  
Typed Name

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

CPTS  
Title

By:   
County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Stephanie Sejnoha,  
Director of Public Safety

**SCOPE OF WORK  
DRUG COURT DRUG TESTING SERVICES CONTRACT**

**OVERVIEW**

The Palm Beach County Drug Court Programs are operational under the management of the Palm Beach County Department of Public Safety's Division of Justice Services (Justice Services) and the 15th Judicial Circuit. The programs are a cooperative effort between the Board of County Commissioners, the 15th Judicial Circuit (Court Administration), Office of the State Attorney, Department of Children and Families, Office of Regional Conflict Counsel, Office of the Public Defender, Florida Department of Corrections, the Department of Juvenile Justice, the School District of Palm Beach County and contracted community-based service providers. The Adult Drug Court Program is a rehabilitation program designed to identify, case manage, drug test and provide outpatient substance abuse treatment services and inpatient treatment services, when necessary, to nonviolent substance-abusing defendants. The Juvenile Drug Court Program is a court-supervised, three-phase drug treatment program providing regular and continuous supervision and intense substance abuse treatment, sanctions and incentives, and support services to juvenile offenders and their families. The Family Treatment Court Program is a rehabilitation program designed to identify, case manage, drug test and provide outpatient and inpatient substance abuse treatment services to substance abusing parents of abused and neglected children.

The Pretrial Services Program operates under the management of Justice Services and is funded by the Board of County Commissioners. The Pretrial Services Program gathers and presents information to the court through the pretrial interview and assessment to determine the level of pretrial release for defendants booked into the Palm Beach County jail. The court determines the type of release, level of supervision and special court-ordered conditions. Some of these special conditions may include but not limited to random drug and/or alcohol testing.

**CLIENT ELIGIBILITY**

- A. Adult Drug Court:** The Adult Drug Court program is open to all people who have pending felony (or misdemeanor) drug charges other than trafficking or sales, as long as they have no crimes of violence on their prior criminal record (including no convictions for misdemeanor domestic battery) and no prior convictions for trafficking illegal drugs of any nature. Unlike many Drug Courts, Palm Beach County Drug Court is open to first offenders and to people with multiple prior convictions as long as none of those prior convictions were for one of the disqualifying types of offenses listed above.
- B. Juvenile Drug Court/Family Treatment Court:** The Juvenile Drug Court and Family Treatment Court Programs will refer eligible clients for drug testing.
- C. Pretrial Services:** The Pretrial Services Program will conduct drug testing on the participants selected for random drug testing by the 15th Judicial Circuit Court.

## **DRUG TESTING SERVICES**

### **A. General Services Description**

The Entity (Phamatech, Inc., 15175 Innovation Drive, San Diego, California 92128) shall provide drug testing services to program participants referred by the Adult, Juvenile and Family drug court programs in accordance with the American Society of Addictions Medicine placement criteria. The drugs to be tested shall be determined by the Drug Court programs. The drugs of abuse for which testing is conducted shall include but not limited to: marijuana, cocaine, alcohol, opiates, benzodiazepines, amphetamines, fentanyl, heroin, and oxycodone.

### **B. Office Space in Palm Beach County**

- A restroom facility suitable for collecting urine samples from participants and space suitable for a small, locked refrigerator that shall be used only to store urine samples.
- Program site(s) accessible to bus routes/public transportation.
- One (1) testing location in the Southern/Central part of Palm Beach County and one (1) testing location at the Palm Beach County Courthouse, Room 3.1003, juvenile side, located at 205 N. Dixie Hwy, West Palm Beach, FL 33401.

### **C. Testing Records**

The Consultant shall maintain complete participant testing records on site, including electronic data, as required by law. Drug testing results shall be submitted in accordance with section H.

### **D. Testimony and Correspondence**

Two qualified technical staff and two qualified operational staff designated by the Entity will be available for testimony and/or to answer technical/operational questions as needed by the drug court administration. The Entity shall designate one account manager to be available to answer technical/operational questions as needed by the drug court administration. The Entity shall provide meaningful responses to drug court administration within 48 hours from the time a request for information is made. Information includes participant's test results, diluted tests, abnormal tests, and no-shows for test results.

### **E. Drug Testing General Services Description**

Entity shall conduct drug testing on the participants selected for random drug testing by the Drug Court programs. The drug(s) to be tested shall also be determined by the Drug Court programs. The Drug Court programs shall select a group of participants (by pre-assigned colors) to report for their drug test each day, Monday through Saturday (8 a.m. – 8 p.m.). The drug(s) of abuse for which testing is conducted shall include elements such



as: cocaine, marijuana, alcohol, opiates, benzodiazepine, amphetamines, heroin, OxyContin® (oxycodone), Fentanyl or any substances ordered by Drug Court on a specific participant.

Entity shall provide the following:

- a. A qualified same sex staff person to observe all collections.
- b. Drug testing days and hours of operation will be Monday through Friday, 8:00 a.m. – 8:00 p.m. and Saturdays 10 a.m. – 6 p.m. at the Southern/Central testing site and Monday through Friday, 8:00 a.m. – 4:30 p.m., at the Courthouse testing site.
- c. Provide experienced supervisory and administrative staff who has experience supervising a drug testing program which oversees the testing of criminal justice involved substance-abusing clients.
- d. Update drug testing hotline daily by 5:00 a.m. EST based on the schedule provided by the Drug Court programs.

#### **F. Method of Drug Testing**

##### **1. Laboratory-Based Testing:**

For laboratory-based testing, drug testing will be conducted using the Beckman AU5800's analyzer, a state of the art automated instrument capable of processing more than 200 specimens per hour, Syva's EMIT® reagents, which is the most widely used and extensively validated in the drug testing industry and is found in more than 85% of the U.S. Substance Abuse and Mental Health Services Administration labs. EMIT test results have been upheld in numerous court decisions, including the United States Supreme Court.

The Entity shall provide the following:

- All technicians will receive appropriate training and certification required to operate the Beckman AU5800's analyzer.

##### **2. Rapid Field Testing:**

The Entity will provide a Rapid Screening Device manufactured by a Licensed Medical Device Manufacturer. The QuickScreen™ Rapid Screening device is a rapid, self-timed, qualitative immunoassay for the detection of drugs of abuse in urine. This rapid screening device is manufactured by Phamatech, Inc., a Licensed Medical Device Manufacturer. This rapid test provides initial screening results. If the rapid screening test is presumptive positive, the specimen will be sent to the laboratory for laboratory-based confirmation testing utilizing the Gas Chromatography/Mass Spectrometry (GC/MS) or Liquid Chromatography/Mass Spectrometry (LC/MS) instrumentation. Confirmation testing is an analytical procedure conducted to verify the presence of specific drugs or drug metabolites following an initial screening test that may indicate a positive result.

The Entity shall provide the following:

- All collectors will receive appropriate training and certification required to perform the QuickScreen™ Rapid Screening device test.
- All technicians will receive appropriate training and certification required to operate the Gas Chromatography/Mass Spectrometry (GC/MS) or Liquid Chromatography/Mass Spectrometry (LC/MS) instrumentation.

Each participant will be required to sign in and list what program they are from. Once they are signed in, they will be required to show a photo ID to ensure the correct individual is providing the sample. Once the individual provides the sample, the participant will sign the sample label and receive a matching bar-coded receipt.

#### **G. Reporting Drug Testing Results**

The Entity shall submit the test results by the end of the following day after when the results were taken to the respective Drug Court program office, in an electronic format, with the capability of being automatically downloaded into the JSIS Drug Court database. The Entity shall provide metrics to the Palm Beach County Drug Court programs on a monthly basis. The scope of data required includes, but is not limited to, the following:

- # of participants referred for drug testing.
- # of successful drug tested samples (e.g. sample did not leak or was compromised by the Entity, sample was not damaged in transit, etc.).
- Turnaround time of sample collection, testing, confirmation, and reporting results (Standard Panel testing results will be reported within 48 hours. Laboratory testing results may fall beyond 72 hours due to third party transportation delays outside of Entity control. Entity will communicate to the Drug Court Administration in writing, status of samples pending beyond the 72- hour window).
- Participant drug testing hotline to be updated by 5:00 a.m. EST every day.
- Utilization of testing sites by participant volume, date and time.

#### **H. Program Evaluations and Contract Monitoring**

To ensure the Entity is achieving desired outcomes and being implemented with fidelity, Palm Beach County Division of Justice Services must monitor and evaluate whether or not the program adheres to the drug testing model. This includes evaluating adherence, exposure/duration, quality of service delivery, participant responsiveness, and program differentiation. Contracts will be monitored at least once per year for compliance and the Entity will submit a Corrective Action Plan including methodology on tracking programmatic improvements based on findings if corrective action is required.

SERVICE/PROGRAM: Drug Court Participant Drug Testing  
PHAMATECH, Inc.  
Reimbursable Expenses for Project Period  
October 1, 2024- September 30, 2027

The Consultant (Phamatech, Inc.) will prepare and submit monthly invoices electronically to the Palm Beach County’s Drug Court Offices no later than the 15<sup>th</sup> day of the subsequent month. Invoices must include the Drug Court Client Identification Number, client name with the exception of minors, dates of services, amount due for each service and the total amount due. Invoices will be reviewed and approved by 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.

The Consultant will incur a financial penalty of 10% added from the total invoice amount if the Consultant submits an invoice to Drug Court Offices after the 15th day of the subsequent month. An additional 10% of the total invoice amount will be added for each additional 30-day period that the invoice is late. Notwithstanding the foregoing, if a late invoice from the Consultant causes a funder of the Contract to refuse to pay or impose any other penalty upon the County, then the County shall impose such penalty or equivalent as determined by the County, financial or otherwise, upon the Consultant. In the event that Drug Court Offices or its Fiscal Department returns invoices to the Consultant for revisions or additional information, the Consultant must resubmit returned invoices within 2 business days. If an invoice is returned for corrections repeatedly (i.e. more than twice), a 10% penalty will apply per incident.

Reimbursement per fiscal year is as follows:

- Fiscal Year ending September 30, 2025 is limited to \$285,636.
- Fiscal Year ending September 30, 2026 is limited to \$270,636.
- Fiscal Year ending September 30, 2027 is limited to \$245,636.

Total reimbursement during the 3-year contract is \$801, 908.

Standard Billing Rates for Adult, Juvenile, and Family Treatment Court Testing:

| <u>Type of Test</u>  | <u>Unit Cost Rate</u>            |
|--|----------------------------------|
| 13 Panel Screening Using Instant Testing Device:<br><i>Includes: Heroin, Amphetamines, Benzodiazepines, Barbiturates, Cocaine, Fentanyl, MDMA, Methamphetamine, Opiates, Oxycodone, THC, ETG (Alcohol), pH, creatinine, and specific gravity</i>   | \$43.00                          |
| <b>8 Panel Screening+ Fentanyl Screen</b><br><i>Automatic confirmation for any screened positive test</i><br><i>Includes: Amphetamines, Benzodiazepines, Cocaine, Opiates, Oxycodone, THC, ETG (Alcohol), Heroin, pH, Nitrate, and automatic confirmation including Expanded Opiates panel on all positive tests.</i><br><i>Expanded Opiates Confirmation Panel includes:</i><br><i>Hydrocodone, Hydromorphone, Oxycodone, and Oxymorphone</i> | <u>Unit Cost Rate</u><br>\$43.00 |

**Confirmation by GCMS or LCMSMS<sup>1</sup> Methodology**

*(Unless otherwise specified by the Drug Courts for known positives, i.e. approved prescription medications).*

*Including Expanded Opiates Confirmation panel on*

*All positive tests. Expanded Opiates Confirmation Panel includes:*

*Hydrocodone, Hydromorphone, Oxycodone, and Oxymorphone*

**Unit Cost Rate**

\$10.00

**Additional Test/Panels by Request w/ Automatic Confirmation for positives at \$10.00 per drug:**

|               |        |
|---------------|--------|
| Buprenorphine | \$0.50 |
| Methadone     | \$0.50 |
| Flakka        | \$5.00 |
| Kratom        | \$5.00 |
| Ketamine      | \$5.00 |
| Xylazine      | \$5.00 |
| Spice         | \$5.00 |

**LCMSMS Testing for the Specialty Drugs:**

|                         |         |
|-------------------------|---------|
| Trazadone               | \$15.00 |
| Tianeptine              | \$15.00 |
| N, N Dimethylepentylone | \$15.00 |
| Expanded Fentanyl Panel | \$15.00 |

The Consultant shall include creatinine interpretation, measurement of pH and specific gravity testing to detect commercial adulterants in all panels provided to the Drug Court offices.

**Sweat Patch Testing (by request)**

12 Panel sweat patch with automatic LCMSMS confirmation:

**Unit Cost Rate**

\$45.00

**Oral Fluid Testing (by request)**

|  |                        |
|--|------------------------|
| 12 Panel Oral Fluid lab-based screening test | \$37.50 per collection |
| 12 Panel Oral Fluid Rapid screening test     | \$37.50 per collection |
| Confirmations                                | \$10.00 per drug       |
| 12 Panel Oral Fluids Rapid Screening Devices | \$175.00 per case      |
| (Sold in case of 25- for on demand testing)  | (\$7.00 per device)    |

\*The Drug Court Programs may require additional testing that is not listed or has not yet become available by the provider. The Drug Court Programs may request these add on tests as needed.

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<sup>1</sup> Gas Chromatography/Mass Spectrometry (GCMS) and Liquid Chromatography with Tandem Mass Spectrometry (LCMSMS).

**Standard Billing Rates for Pretrial Services Program Testing:**

| <b><u>Type of Test</u></b>   | <b><u>Unit Cost Rate</u></b> |
|--|------------------------------|
| 8 Panel Test + Fentanyl Screen   | \$35.00                      |
| <i>Includes: Amphetamines, Benzodiazepines, Cocaine, Opiates, Oxycodone, THC, ETG (Alcohol), Heroin, pH, Nitrate, and automatic confirmation including Expanded Opiates panel on all positive tests.</i> |                              |
| <i>Expanded Opiates Confirmation Panel includes: Hydrocodone, Hydromorphone, Oxycodone, and Oxymorphone</i>  |                              |