

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 15, 2019	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department
Submitted By: County Administration
Submitted For: Community Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Interlocal Agreement with the Health Care District of Palm Beach County and the Palm Beach County Board of County Commissioners, relating to the Addiction Stabilization Center (ASC), for the period January 15, 2019 through January 14, 2020, in an amount not to exceed \$1,000,000, for the purpose of providing a revenue guarantee for the establishment of the ASC facility.

Summary: On February 6, 2018, the Board approved the concept of an ASC with an Emergency Room component, and authorized staff to work with the Healthcare District and other community partners in order to find an appropriate location for the facility and ensure its establishment in the County. This followed an unsuccessful attempt to locate the ASC at the County's "Stockade" facility, due to licensing regulations in accordance with Florida's Agency for Health Care Administration (ACHA) and non-practical renovations that would have been required. The ASC will provide an exemplary model that will help address the critical and immediate need for the care of individuals affected by opioids or other addictive substances. It will provide a central location with an emergency room component that will allow for lifesaving overdose intervention and a behavioral health component, which will include immediate psychiatric identification of the best treatment to assist patients in addressing their addiction moving forward. The Health Care District will also open an additional Medication Assisted Treatment (MAT) outpatient clinic, which will be co-located on the property. Countywide (HH)

Background and Policy Issues: Fatal accidental opioid overdoses in Palm Beach County increased by 114% from 2015 (257) to 2016 (549). At the November 22, 2016 BCC meeting, staff was directed to review the opioid epidemic in the County, current initiatives underway to address the issue, and recommendations made by the National Association of County's and National League of Cities in a joint report entitled A Prescription for Action: Local Leadership in Ending the Opioid Crisis. The Board also directed staff to prepare recommendations for Board action. Staff engaged the services of the Ronik-Radlauder Group, Inc., and the resulting publication, "Opioid Crisis: Palm Beach County's Response," was prepared and officially adopted by the Board of County Commissioners on April 4, 2017. Among the recommendations was the establishment of a Central Receiving Facility to assist individuals struggling with addiction and in danger of losing their lives due to overdoses. **(Continued on Page 3)**

- Attachments:
1. Interlocal Agreement Relating to the Addiction Stabilization Center

Recommended by:	<u>Nancy L. Bolton</u>	<u>1/3/19</u>
	Assistant County Administrator	Date
Approved By:	<u>W. Baker</u>	<u>1/9/19</u>
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Capital Expenditures					
Operating Costs	<u>500,000</u>	<u>500,000</u>			
External Revenues	<u>-0-</u>	<u>-0-</u>			
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	<u><u>500,000</u></u>	<u><u>500,000</u></u>			
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included In Current Budget?	Yes	<u>X</u>	No	
Does this item include the use of Federal funds?	Yes		No	<u>X</u>
Budget Account	Exp No.: Fund <u>0001</u>	Dept <u>140</u>	Unit <u>7621</u>	Obj <u>8101</u>
	Rev No.: Fund _____	Dept _____	Unit _____	Obj _____

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

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

<u><i>Lisa Pons</i></u> <u>1/3/19</u> OFMB (P) <u>1/3/19</u> <u>SP/1/3</u>	<u><i>Don J. Jacoby</i></u> <u>1/8/19</u> Contract Dev. and Control <u>1/8/19</u>
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B. Legal Sufficiency:

Deanne C. Strizd
Assistant County Attorney

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Background and Justification: The County's "Stockade" facility was evaluated for this purpose, but ultimately proved not to be an ideal location due to ACHA licensing issues. On February 6, 2018, staff was given authority to work with the Health Care District and other community partners in order to find an alternative location and ensure the establishment of a facility. The resulting work is the Addiction Stabilization Center, which is a partnership with the Health Care District, JFK Medical Center, and the County. The facility is expected to open in January of 2019. Total overdoses have trended downward in 2018 with the expanded use of lifesaving MAT, but the crisis is not resolved.

**INTERLOCAL AGREEMENT RELATING TO
THE ADDICTION STABILIZATION CENTER
BY AND BETWEEN
THE HEALTH CARE DISTRICT OF PALM BEACH COUNTY AND
PALM BEACH COUNTY**

THIS INTERLOCAL AGREEMENT RELATING TO THE ADDICTION STABILIZATION CENTER is made and entered into on the ____ day of _____, 20__ (“Effective Date”), by and between the Health Care District of Palm Beach County, a political subdivision of the State of Florida, hereinafter the DISTRICT or HCD, and Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter COUNTY.

WHEREAS, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969 authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; exercising jointly any power, privilege or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, in 2016, there were nearly 600 deaths from opioid overdoses in Palm Beach County, Florida as a direct result of the opioid addiction epidemic; there is no simple solution to ending this epidemic; and to add to its complexity, the treatment community in South Florida has been reluctant to adopt evidence-based practices recommended by the American Society of Addiction Medicine, the American Academy of Addiction Psychiatry, the Substance Abuse and Mental Health Services Association, and the National Institute of Mental Health; and

WHEREAS, Medication Assisted Treatment (MAT), for example Suboxone, should be routinely offered in the primary care setting, in Emergency Departments (ED), and in the hospital inpatient setting, with careful attention to continuity and patient care coordination upon discharge (as opposed to the current “treat them and street them” approach); and unfortunately, MAT is not readily being provided in the above-mentioned medical settings; and

WHEREAS, the DISTRICT will develop and establish an Addiction Stabilization Center (ASC) to provide stabilization services to residents of Palm Beach County who suffer from overdoses and addiction; and

WHEREAS, the COUNTY desires to provide funding for the development and establishment of an ASC.

NOW, THEREFORE, the DISTRICT and the COUNTY, in consideration of the terms and conditions set forth herein and the benefits flowing from each to the other, do hereby agree as follows:

SECTION 1. INCORPORATION OF FACTS

The parties agree that the foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. PURPOSE

The purpose of this Agreement is to establish the parties' rights and obligations regarding the funding related to the ASC.

SECTION 3. REPRESENTATIVE AND CONTRACT MONITOR

The District's representative and contract monitor during the performance of this Agreement will be Thomas Cleare, whose telephone number is 561-804-5865. The County's representative and contract monitor during the performance of this Agreement will be James Green whose telephone number is 561-355-4702. Each may be referred to in this Agreement as a "Contract Monitor".

SECTION 4. SERVICES TO BE PROVIDED

The HCD operates the C. L. Brumback Primary Care Clinics (CLBPCC), a Federally Qualified Health Center with sites located throughout Palm Beach County. The HCD, in collaboration with community partners, will be operating an ASC in the County. The site will be a "one-stop-shop" and consist of two major components in an attempt to "stabilize" the patient's addiction and avoid relapse.

The first component of the ASC is an "Addiction Emergency Room" (AER) at JFK North that will receive patients who have overdosed on opioids and were revived in the field by Fire Rescue (FR). More precisely, FR from all municipalities would bypass the closest EDs and transport these patients to the AER. Once all emergent issues are addressed, the patients will receive a psychiatric evaluation, a psycho-social assessment, and patient navigator services. Where Suboxone treatment is indicated, patients will receive the first two doses while in the AER. This will suppress drug cravings and provide the opportunity for patients to begin their recovery. Patients who need medical detox from alcohol or benzodiazepines (in addition to opioid addiction) will be transferred to a participating community partner managing a detox center. Once stabilized, the patient will be provided a list of providers that offer such services in Palm Beach County, including the CLBPCC's outpatient MAT program. If the patient is a member of the HCD program ("District Cares"), the patient will be offered the opportunity to participate in the CLBPCC's outpatient MAT program, as well as the program of any other provider that is pre-approved as part of the District Cares network.

The second component, the CLBPCC, is co-located near the ASC. This outpatient clinic will offer continuation of care for patients who initiated treatment with Suboxone in the AER, as well as ongoing care for addiction, psychiatry, behavioral therapy and general medicine. The site will be staffed by an Addiction Psychiatrist, Licensed Clinical Social Workers, and an Advanced Registered Nurse Practitioner (ARNP) to manage the patient's medical well-being including HIV and/or Hepatitis C. There will also be an on-site pharmacy to provide affordable medications under the 340B Program.

SECTION 5. ADMINISTRATION

A. Contract for Services:

This Agreement is simply a contract for the provision and funding of services and shall not in any way or manner whatsoever be deemed to constitute a transfer of powers. This Agreement is solely an Interlocal Agreement to provide services as authorized by Section 163.01, Florida Statutes.

SECTION 6. DISTRICT RESPONSIBILITY

The DISTRICT agrees to plan, administer, and operate the agreed upon portions of the ASC as outlined in this Agreement in accordance with applicable Federal, State, and local laws, regulations, acts, statutes, ordinances, rules and codes, and reserves the right to exceed those minimum standards at the mutual consent of the parties hereto by a written amendment to this Agreement.

SECTION 7. COUNTY'S RESPONSIBILITY

Subsidy:

Numerous costs will be accrued by the DISTRICT in forming and establishing the ASC. Additionally, services will be provided at the AER to patients who are uninsured and do not qualify for reimbursement by the DISTRICT programs. To offset the financial burden of the uninsured who do not qualify for reimbursement by the DISTRICT programs, the COUNTY'S sole responsibility under this Agreement is to provide the DISTRICT with a subsidy payment not to exceed one million dollars (\$1,000,000) that will be distributed by the DISTRICT to the AER in the form of a revenue guarantee. The Subsidy Period shall not exceed twelve (12) months, with two (2) twelve (12) month options to renew, in duration. Such payments shall be made by the County as set forth below.

The COUNTY will pay the DISTRICT in two (2) installments. The first installment payment will occur six (6) months after the Effective Date of this Agreement and the second installment payment will occur twelve (12) months after the Effective Date of this Agreement. Each installment will reflect the reconciled payments the District has paid to the AER in the form of a revenue guarantee. Thirty days prior to payment of each installment by the COUNTY, the DISTRICT will provide the COUNTY with an invoice containing, for each uninsured patient, a blinded patient number, date of service, and payment amount made by the DISTRICT to the AER.

The AER and the DISTRICT shall promptly bill patients and/or appropriate third party payers and shall promptly and diligently pursue collection. Additionally, the DISTRICT shall seek applicable grants.

The DISTRICT shall not use the COUNTY's subsidy payment to provide payments for uninsured patients in excess of the rates charged by the DISTRICT for its covered patients.

Upon COUNTY'S request at any time, DISTRICT shall permit COUNTY to conduct an audit at its sole expense of the relevant books and records pertaining to this subsidy.

SECTION 8. TERM

The term of this Agreement shall commence upon the Effective Date and continue in effect for twelve (12) months with an option to renew for two (2) additional twelve (12) month options. This Agreement may be terminated by either party without cause by written notice of termination to the other party provided at least six months (6) months before the annual anniversary of the Effective Date, with the termination becoming effective on the such annual anniversary of the Effective Date.

SECTION 9. DEFAULT AND OPPORTUNITY TO CURE

If the District shall default in any of its material obligations under this Agreement, which shall be defined as a repeated failure to provide the required level of service, then, in that event, the County shall provide notice of default to the District and afford the District a period of (90) days to cure such default (if such default is curable); provided, however, that if the default in question cannot be cured within such ninety (90) day period, then the District shall be afforded such additional time as shall be reasonably required to cure sure default.

If the District shall be in default hereunder beyond the expiration of the applicable cure period stated above, the County shall have the right, but not the obligation, to cure such default, in which event the District shall immediately reimburse County for all sums paid to affect such cure. In the event that the default cannot be, or is not, cured by County, this Agreement shall terminate at the expiration of said (90) day period.

The provisions of this section do not abrogate the termination without cause provision provided in Section 8, above.

SECTION 10. RELATIONSHIP OF EMPLOYEES

This Agreement does not and shall not be construed to make any officer, agent or employee of the County an officer, agent or employee of the District for any purpose whatsoever, nor any officer, agent or employee of the District an officer, agent or employee of the County for any purpose whatsoever. Neither party is authorized to make or enter into any contract, agreement, or warranty for or on behalf of the other party.

SECTION 11. FILING

A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

SECTION 12. INDEMNIFICATION

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the DISTRICT shall indemnify, defend and hold harmless COUNTY against any actions, claims, or damages arising out of the DISTRICT'S negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida

Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

SECTION 13. FORCE MAJEURE

Except as otherwise provided in this Agreement, the parties shall not be deemed in default or in breach of this Agreement to the extent a party is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of a public enemy, failure of transportation facilities, enactment rule, order, or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, or the international equivalent thereof), failure of technical facilities, or any other cause of any nature whatsoever beyond the control of the party which was not avoidable in the exercise of reasonable care and foresight. In the event of any such inability to perform, the other party shall have the right to undertake such actions as may be necessary and prudent to insure the continuation of medical services provided herein.

SECTION 14. ENFORCEMENT COSTS

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to this Agreement.

SECTION 15. NOTICE

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by certified mail, return receipt requested, to the following:

As to the District:
Darcy Davis
Health Care District of Palm Beach County
1515 N. Flagler Drive, Suite 101
West Palm Beach, FL 33401

As to the County:
James Green, Director
Palm Beach County Community Services Dept.
810 Datura Street
West Palm Beach, FL 33401

With a copy to:
Legal Counsel
Health Care District of Palm Beach County
1515 N. Flagler Drive, Suite 101
West Palm Beach, FL 33401

With a copy to:
County Attorney
301 N. Olive Ave, Ste 601
West Palm Beach, FL 33401

SECTION 16. REMEDIES

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to or shall be construed to create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the District.

SECTION 17. JOINT PREPARATION

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

SECTION 18. EQUAL OPPORTUNITY

The COUNTY and DISTRICT each warrant and represent that all of their 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. The County and District each further represent and warrant that no person shall, on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of, or be subject to any form of discrimination under, any activity carried out in the performance of this Agreement.

SECTION 19. CAPTIONS

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

SECTION 20. SEVERABILITY

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

SECTION 21. ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns and successors in interest.

SECTION 22. AVAILABILITY OF FUNDS

Each party's performance and obligation to pay under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for each fiscal year.

SECTION 23. DELEGATION OF AUTHORITY

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of either party or their respective officers and/or employees.

SECTION 24. ASSIGNMENT OF RIGHTS

Neither party shall assign, delegate, convey or otherwise transfer in whole or in part, its rights, duties or obligations as set forth in this Agreement to any other entity without the prior written consent of the other party.

SECTION 25. COMPLIANCE

Each of the parties agrees to perform its obligations under this Agreement in conformance with all applicable laws, regulations and administrative instructions that relate to the parties' respective performance of this Agreement, including, without limitation, the HIPAA Regulations and other applicable federal and state laws protecting the confidentiality of patient information and medical records, the Federal Anti-Kickback Statute, the Stark Law, and Medicare and Medicaid program requirements. In the event that either party becomes aware of a possible violation of law, regulation or administrative instruction that might affect the validity or legality of the services provided under this Agreement and/or the District's right to payment for said services, such party shall immediately notify the other party and the parties shall meet to discuss appropriate corrective action, if any. In the event either party becomes aware that any investigation, audit or proceeding has been initiated with respect to any of the services provided hereunder or payment for said services, such party shall immediately notify the other party.

SECTION 26. ACCESS AND AUDITS

The District shall maintain adequate records to justify all its billing to Medicare, Medicaid, and other third-party payors, for at least three (3) years after completion or termination of this Agreement. To the extent permitted by the HIPAA Regulations and any other applicable laws and regulations, each party shall have access to other party's records for the purpose of inspection or audit during normal business hours, at the other party's place of business.

SECTION 27. OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the District, its officers, agents, employees, students, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION 28. PUBLIC RECORDS

The County and the District shall maintain records associated with this Agreement, including, but not limited to all accounts, financial and technical records, research or reports in accordance with Florida's public records law and any other applicable law, including the HIPAA Regulations and any other applicable laws and regulations relating to confidentiality of patient records.

The District and the County shall maintain adequate records relating to this Agreement for at least three (3) years after completion of this Agreement. To the extent permitted by law, each party shall have access to other party's books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the other party's place of business.

SECTION 29. CONFLICT RESOLUTION

Any dispute or conflict between the parties that arises from the provision of services under this Agreement shall be presented in writing to the respective Contract Monitors. The Contract Monitors shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned parties made and executed this Agreement on the day and year first written above.

ATTEST:
SHARON R. BOCK
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mack Bernard, Mayor

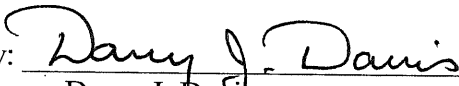
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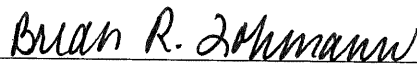
APPROVED AS TO TERMS
AND CONDITIONS

By: 
County Attorney

By: 
Nancy Bolton, Assistant County Administrator

HEALTH CARE DISTRICT OF PALM BEACH
COUNTY, BY ITS BOARD OF
COMMISSIONERS

By: 
Darcy J. Davis
Chief Executive Officer

By: 
Chair of Health Care District Board

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: 
Chief Legal Officer
Health Care District