Agenda Item #: 5B-1

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

## **AGENDA ITEM SUMMARY**

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Meeting Date:	April	16, 2	2019	]	]	Consent	[X]	Regular Public Hearing
Department				L	1	Ordinance	,L 1	Public nearing
Submitted By:		Con	nmunity S	<u>Services</u>	De	<u>partment</u>		
<b>Submitted For:</b>		Con	nmunity S	<u>Services</u>	De	partment		
	====	====			==:			

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Amendment No. 2 to Contract for Provision of Financial Assistance with Southeast Florida Behavioral Health Network, Inc.(R2018-1678) (SEFBHN), to extend the end date from May 31, 2019 to September 30, 2019 and increase the contract amount by \$798,000 for a new total contract amount not to exceed \$1,348,000, for the continuation of expanded bed capacity, treatment of substance use disorders, care coordination and prevention programs to educate the community about the dangers of opioid and substance use disorders.

Summary: On October 16, 2018, the Board of County Commissioners (BCC) authorized staff to continue a previous six month contract with SEFBHN, for the period of October 1, 2018 through March 30, 2019, to expand treatment options in the County. During this period of time, 227 Palm Beach County residents received treatment and care coordination services and 163 Palm Beach County residents received overdose prevention/education and life-skills training. On March 12. 2019, the BCC approved Amendment No. 1 extending the end date to May 31, 2019. Under Amendment No. 2, SEFBHN will continue to subcontract with agencies for the provision of additional treatment beds, including scholarships from private treatment of substance use disorders and detox facilities, and will continue to provide for the engagement of families with children at risk of addiction through targeted prevention efforts and family members with custody of children of substance using parents. Expanded services under this Agreement will provide outreach and other services to substance using pregnant women and women with children, provide recovery support services through recovery peer support and establishment of recovery community centers and allied recovery community organizations, and, facilitate planning and data integration efforts through an Opioid Response Plan steering committee and other County initiatives. The services provided by SEFBHN will continue to assist in leveraging existing and future federal, state, and local funding to ensure a seamless continuum of care for residents with substance use disorders, including co-occurring and poly substances, expand recovery support capacity and expand the existing network of providers to best meet the needs of the community and individuals. Linda Kane. employee of SEFBHN, is a member of the Palm Beach County Homeless Advisory Board (HAB). The HAB provides no regulation, oversight, management, or policy-setting recommendations regarding the agency listed above. Disclosure of this contractual relationship at a duly noticed public meeting is being provided in accordance with the provisions of Section 2-443, of the Palm Beach County Code of Ethics. (Community Services Department) Countywide (HH)

Background and Policy Issues: In April of 2017, the BCC adopted a comprehensive set of recommendations included in a staff report entitled *Opioid Crisis: Palm Beach County's Response*. Staff engaged consultants to provide the report following the confirmation of the Medical Examiner that over 600 deaths from drug overdoses occurred in Palm Beach County in 2017, the majority of which were caused by opioids. Additionally, Palm Beach County Fire Rescue reported it responded to 2,700 suspected overdose calls involving opioids during the same period. On May 3, 2017, Governor Rick Scott declared a Public Health Emergency for the opioid epidemic in the State of Florida. The contract submitted with SEFBHN supports the goals of the report and the strategic direction set by the Board to address the opioid epidemic and substance use disorders, specifically related to expanded treatment and recovery support capacity; prevention and ancillary services; and, enhanced planning and integration of services.

Attachments: Amer	ndment No. 2 to Contract for Provision of Fina	ancial Assistance (2)
Recommended By:	La Comp Department Director	4/1/19
	Department Director	Ďate ,
Approved By:	Manay L. Boldon Assistant County Administrator	4/9/19

# II. FISCAL IMPACT ANALYSIS

# A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Costs	798,000				
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	798,000				
No. ADDITIONAL FTE POSITIONS (Cumulative)					

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	POSI	DDITIONAL FTE TIONS ulative)					
	Does t	n Included In Currenthis item include the		Yes funds? Yes			
		t Account No.: 0001 Dept 140 Unit	<u>7621</u> Object <u>Va</u>	<u>r</u>			
	B.	Recommended Sou Funding Source is		_	iscal Impact:		
	C.	Departmental Fisca		Dowe, Director	of Finance and	d Support S	Services
	A.	OFMB Fiscal and/o		Elopment and (		ients:	
		Thanks of the second of the se	yluha 9	Contract De	evelopment an	d Control	45] 19
	B.	Legal Sufficiency:					
		Deline C. A. Assistant County Atto	eize 45-P	<u> </u>			
(	C.	Other Department R	Review:				
		Department Director		_			

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

# AMENDMENT TO CONTRACT FOR PROVISION FOR FINANCIAL ASSISTANCE

THIS AMENDMENT TO CONTRACT FOR PROVISION FOR FINANCIAL ASSISTANCE (R2018-1678) made and entered into at West Palm Beach Florida, on this \_\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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 Southeast Florida Behavioral Health Network, Inc., hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is #27-1871869

In consideration of the mutual promises contained herein, the COUNTY and the Agency agree as follows:

## WITNESSETH:

WHEREAS, the need exists to amend the contract to increase the total cost of the contract by SEVEN HUNDRED NINETY EIGHT THOUSAND DOLLARS (\$798,000).

**NOW THEREFORE**, the above named parties hereby mutually agree that the Contract entered into on October 16, 2018 is hereby amended as follows:

- I. Extend the contract end date from May 31, 2019 to September 30, 2019.
- II. New Scope of Work Exhibit "A1" attached hereto shall replace the Work Plan Exhibit "A" in its entirety.
- III. New Exhibit "B1" attached hereto shall replace Exhibit "B" in its entirety.
- IV. Total amended contract not to exceed amount for FY19 will be ONE MILLION THREE HUNDRED FORTY EIGHT THOUSAND DOLLARS (\$1,348,000).
- V. Replace Article 21 SUBCONTRACTING to read:
  The COUNTY does allow subcontracting by the AGENCY for services under this contract.
- VI. Revise ARTICLE 3 <u>PAYMENTS</u> to read:

  The County shall pay to the AGENCY for services rendered under this contract not to exceed a total amount of <u>ONE MILLION THREE HUNDRED FORTY EIGHT THOUSAND DOLLARS</u> (\$1,348,000).

AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B1" 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.

The payment schedule for this contract is set forth in Exhibit B1. All requests for payments in this Contract shall include an original cover memo on AGENCY

letterhead signed by the Chief Executive Officer, Chief Financial Officer or their designee and shall be accompanied by the AGENCY's general ledger for the payment period. The invoiced amount shall be in accordance with the payment schedule.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than September 30th of each fiscal year. Any amounts not submitted by September 30th, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Contract will be submitted through the Services and Activities Management Information System (SAMIS) website, 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. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by COUNTY under the terms of this contract shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

COUNTY funding can be used to match grants from non-County sources; however, the grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

# VII. Revise Article 13 – Letter I to read:

# AGENCY"S PROGRAMMATIC REQUIREMENTS:

Agency shall ensure that DEPARTMENT has access to client level data in the Concordia system to include all demographic information that agencies receiving FAA funding are required to report. Agency shall ensure demographic information includes agency name, program name, client ID, race, ethnicity, veteran status, gender, birth date, housing status at program entry and exit and outcome indicator information. This data should be reported on a quarterly basis and provided as a final report by November 1<sup>st</sup>.

# **OTHER PROVISIONS**

All provisions in the Contract or exhibits to the Contract in conflict with this Amendment to the Contract shall be and are hereby changed to conform to this Amendment.

All provisions not in conflict with this Amendment are still in effect and are to be performed at the same level as specified in the Contract.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and AGENCY has hereunto

set his/her hand the day and year above written.

ATTEST:	
Sharon R. Bock Clerk and Comptroller	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
BY Deputy Clerk	BY Mack Bernard, Mayor
	AGENCY:
Becky Walker Printed Name	Southeast Florida Behavioral Network, Inc Agency's Name Typed
Becky Walker Printed Name	Agency's Signatory
	Ann M. Berner
	Agency's Signatory Typed
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
Klebere C. Hoing	James Green, Director
Assistant County Attorney	James Green, Director  Department of Community Services

### **SCOPE OF WORK**

#### **PURPOSE**

The purpose of this contract is to provide financial support to Southeast Florida Behavioral Health Network, Inc. to immediately expand the treatment, prevention and recovery support capacity for the residents of Palm Beach County experiencing or at risk of experiencing a substance use disorder. SEFBHN will identify additional treatment options, including scholarships from private substance abuse treatment and detox facilities; engage families with children at risk of addiction and family members with custody of children of substance using parents through targeted prevention/programmatic efforts; provide outreach and other services to substance using pregnant women and women with children; provide recovery support services through recovery navigational support and establishment of recovery community centers and allied recovery community organizations; and, facilitate planning and data integration efforts through an opioid response plan steering committee and other County initiatives. Ultimately the services provided by SEFBHN will leverage existing and future federal, state, and local funding; ensure a seamless continuum of care for residents with substance use disorders, including co-occurring and poly substances; expand recovery support capacity and the existing network of providers to best meet the needs of the community and individuals.

#### **DELIVERABLES**

- 1. Expand Substance Use Disorder Treatment and Recovery Support Capacity
  - a) Contract for additional substance use disorder detoxification and varying levels of residential treatment and respite beds. The presenting needs of the population needing treatment and their assessed level of care will determine the types of treatment beds that will be utilized each month which will also allow for an individualized continuum of care.
  - b) Maximize the number of scholarship beds from private substance abuse treatment agencies by reducing or eliminating the expense of tangible care items for the consumer.
  - c) Contract to establish two recovery community centers (RCC) as well as allied recovery community organizations (RCO); and, to provide recovery peer support and other recovery capital services.
    - i. The RCCs shall provide peer-to-peer recovery support services to promote sustained recovery in a supportive substance-free environment where individuals can also access training, social, educational and recreational opportunities as well as information about substance use disorder treatment, recovery support services, and information about other community resources.
    - ii. All activities and services shall be led and driven by "peers" via the RCOs (i.e. individuals who have experienced addiction and recovery, either directly or indirectly as a family member or friend) and be responsive to community needs. Programming may include classes focused on wellness, nutrition and illness management, self-care, stress management, financial management, literacy education, job and parenting skills. Housing assistance such as finding sober living homes, apartments and roommates may also be provided as well as telephone support.

- iii. Peer support services shall be provided by appropriately trained, certified and supervised individuals skilled in the constructs of recovery, peer support interventions and recovery capital. Peer support services shall be measured and monitored by use of a validated recovery capital instrument able to measure an individual's addiction wellness; provide a comprehensive recovery capital baseline; track intervention effectiveness; and, allows for clinicians, peer coaches, and other care team members to follow individual progress to tailor intervention and support at any point in the continuum of care.
- iv. No individual shall be denied full access to, participation in and enjoyment of RCCs or RCOs services or activities, available or offered to others, due to the use of legitimately prescribed medications.
- 2. Facilitate planning and data integration efforts through an opioid response plan steering committee and other County initiatives.
  - a) An updated coordinated community response plan shall be developed and be achieved through: integration of current county-wide initiatives; development of data-sharing agreements; submission of baseline, short- and long-term indicators; further development of services and program needs strategies; and, development of a plan for how service needs will be addressed and implemented.
  - b) Outcome measurement tools to evaluate short- and long-term outcomes will also be implemented and reports submitted. Additionally, strategically derived community initiatives and programs as recommended by the steering will be implemented and the efforts to share and evaluate all coordinated data sources will be undertaken.
- 3. Develop and/or enhance prevention programs that will educate the community about the dangers of opioid abuse and offer support groups for impacted parents and families due to opioid use by a family member. The intent is to create shifts in both individual attitudes and community norms resulting in the reduction of opioids and other regulated substance. All activities will be open to the public. An estimated two hundred (200) individuals would be served. Methods to be employed include, but are not limited to:
  - a) Provide outreach and other services to substance using pregnant women and women with children.
  - b) Provide program directed at grandparent's and family members with custody of children of substance using parents.
  - c) Parental monitoring and supervision critical for drug abuse prevention. These skills will be enhanced with training on rule-setting; techniques for monitoring activities; praise for appropriate behavior; and moderate, consistent discipline that enforces defined family rules.
  - d) Drug education and information for parents or caregivers which reinforces what children are learning about the harmful effects of drugs and opens opportunities for family discussions about the abuse of legal and illegal substances.
  - e) Support groups for parents/families that provide a safe environment for them to learn how to support their children who have survived an overdose.
  - f) Using a Town Hall type format where families effected by addiction will mobilize together to provide resources and to address the following:
    - Child engaged in opioid use / first-time or ongoing. What parents can do when faced with these situations. Warning signs and symptoms.
    - Hear from local substance abuse professionals on preventative measures and treatment options. Information on local support groups.

## **Payment Schedule**

The Scope of Work to be completed by AGENCY as defined in Exhibit "A1" consists of specific completion of the services as expressly indicated below. Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

Deliverables and Payment Schedule for October 2018 – March 2019

Monthly Prorated Amount (Based on 6 equal monthly payments)	Monthly Amount	Contract Total
Detox and Residential Beds – fixed rate	\$68,334.00	\$410,000.00
Care Coordination (10%)	\$9,167.00	\$55,000.00
Incidental Expenses for Scholarship Beds – based on an average of \$250.00 per episode of care for consumers in scholarship beds	\$1,250.00	\$7,500.00
Prevention Services – for subcontract with local provider for prevention services as outlined in Exhibit A.	\$8,333.00	\$50,000.00
Administrative Costs (5% of contract total)	\$4,583.00	\$27,500.00
Total	\$91,667.00	\$550,000.00

Deliverables and Payment Schedule for April 2019 – September 2019

Monthly Prorated Amount (Based on 6 equal monthly payments)	Monthly <sup>*</sup> Amount	Contract Total
Detox and Residential Beds – fixed rate	\$68,334.00	\$410,000.00
Recovery Support Services - for subcontracts with local providers for recovery support services as outlined in Exhibit A.	\$41,666.00	\$250,000.00
Prevention and Planning Services – for subcontracts with local providers for prevention and planning services as outlined in Exhibit A.	\$16,666.00	\$100,000.00
Administrative Costs (5% of contract total)	\$6,334.00	\$38,000.00
Total	\$133,000.00	\$798,000.00

Payments for services starting October 2018 through March 2019 is at \$91,667. The Agency shall invoice the County for \$133,000 each month as of April 2019 through September 2019.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/01/2018

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						NAME: Jessica Barrield				
1	wn & Brown of Florida, Inc.				PHONE (A/C, No, Ext): (386) 252-9601 FAX (A/C, No): (386) 239-5729					239-5729
P.C	. Box 2412				E-MAIL ADDRESS: jbarfield@bbdaytona.com					
				•	INSURER(S) AFFORDING COVERAGE NAI					NAIC#
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	SOUTHEAST FLORIDA BEHAV	/IOR/	YL HE	ALTH NETWORK, INC.	INSURE	RC: Federal	insurnace Con	npany		20281
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	(Mandatory in NH)							E.L. DISEASE - EA EMPL	OYEE \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L., DISEASE - POLICY I	LIMIT \$	
В	Crime			21FA0276071-18	İ	10/01/2018	10/01/2019			

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

Cyber Liability / Federal Insurance Company / Policy # 82459535 / Limit: \$1,000,000

Directors & Officers / Scottsdale Indemnity Company / Policy # EKl3270275 / Limit: \$3,000,000 (Each Claim/Aggregate)

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS ARE NAMED AS ADDITIONAL INSURED WITH REGARD TO GENERAL LIABILITY ON A PRIMARY AND NON CONTRIBUTORY BASIS PER FORM ANI-RRG-E61 02 17. GENERAL LIABILITY PROVIDES A WAIVER OF SUBROGATION IN FAVOR OF PALM

CERTIFICATE HOLDER	CANCELLATION
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS C/O COMMUNITY SERVICES	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
810 DATURA ST.	AUTHORIZED REPRESENTATIVE
WEST PALM BEACH FL 33401	© 1000 2015 ACOPD COPPORATION All sights

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ACORD 25 (2016/03)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/31/19

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 Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100					CONTACT NAME: Aon Risk Services, Inc of Florida PHONE (A/C, No, Ext): 800-743-8130  FAX (A/C, No, Ext): 800-522-7514				
Mian	nl, FL 33131-4937				EMAIL ADDRESS: ADP.COI.Center@Aon.com				
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DES	SCRIPTION OF OPERATIONS / LOCATIONS / VE vorksite employees working for SOUTHEAST FLOR	HICLES	ACO	RD 101, Additional Remarks Scho	edule, ma d under A	y be attached if notice of the control of the contr	nore space is red CE, INC.'s payroll.	quired) , are covered under the above stated	policy.
SOL	JTHEAST FLORIDA BEHAVIORAL HEALTH NETV	ORK	NC is a	an alternate employer under this poli	cy.				
<u> </u>					CANC	ELLATION			
CEF	RTIFICATE HOLDER			<u> </u>	CANC	LLLATION			
Palm Beach County Board of County Commissioners 301 N. Olive Ave. West Palm Beach, FL 33401				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
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