

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 15, 2020 [X] Consent [] Regular
[] Workshop [] Public Hearing

Department: Fire-Rescue

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to Approve:

- A) Letter of Understanding with Treasure Coast Health Council, Inc., dba Health Council of Southeast Florida, to provide Mobile Integrated Health services to support opioid-related prevention components of the Center for Disease Control (CDC) Overdose Data to Action (OD2A) cooperative agreement awarded to the Florida Department of Health Palm Beach County, for the period of September 1, 2020 through August 31, 2021 with a cost reimbursement not-to-exceed amount of \$199,395; and
- B) Budget Amendment of \$199,395 within the Fire/Rescue MSTU Fund to recognize the award and establish budget for the program.

Summary: The Treasure Coast Health Council, Inc., dba Health Council of Southeast Florida, is administering the CDC Overdose Data to Action (OD2A) cooperative agreement awarded to the Florida Department of Health Palm Beach County. Under the Letter of Understanding, Palm Beach County Fire Rescue will receive funding for an existing unfunded 20 hour week on-call social worker, expanded hours for existing Community Paramedics, and telehealth video services to support opioid-related prevention components of the OD2A cooperative agreement on a cost reimbursement basis up to \$199,395, with no County match required. This funding will allow Fire Rescue’s Mobile Integrated Health (MIH) team to expand services to the community for opioid related prevention and outreach. Countywide (SB)

Background and Justification: The funds will allow us to expand this innovative program intended to support patients who have recently experienced a substance use related 911 call, or who may have required EMS due to medically complex conditions that include substance use disorder, and may benefit from emotional support, substance use disorder education (neurobiology of addiction), chronic disease education, care coordination, risk reduction strategies, and by serving as a trusted bridge to both health and addiction intervention resources such as Medication Assisted Treatment (MAT), primary care, mental health care, and substance use recovery support programs.

Attachments:

- 1. Letter of Understanding with Health Council of Southeast Florida
- 2. Budget Amendment

Recommended by:  8-26-2020
Assistant Fire Chief Date

Approved by:  8/26/2020
Fire Rescue Administrator Date

Approved by:  9/9/2020
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>16,616.25</u>	<u>182,778.75</u>	_____	_____	_____
External Revenues	<u>(16,616.25)</u>	<u>(182,778.75)</u>	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No X

Budget Account No.: Fund _____ Dept _____ Unit _____ Rev Source _____

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

<u>Fire/Rescue MSTU Fund</u>		
Health Council of Southeast Florida	1300-440-4316-various	\$199,395
Health Council of Southeast Florida	1300-440-4316-6943	<u>(\$199,395)</u>
	Total project cost	\$0

C. Departmental Fiscal Review:

Alana MacDonald
Fernita Martin

III. REVIEW COMMENTS

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

Robert Brown 8/28/2020

 OFMB AP 8/28

A. J. Jacoby 9/2/2020

 Contract Dev. and Control
 9-2-2020

B. Legal Sufficiency

Jean-Adel Williams

 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 9/03
 ADM FORM 01
 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

CONSULTING AND PROFESSIONAL SERVICES
Letter of Understanding
Between Palm Beach County and Treasure Coast Health Council, Inc.,
dba Health Council of Southeast Florida

Opioid Data to Action (OD2A)

Independent Contractor: Palm Beach County, through its Fire Rescue Department (Contractor or County)

Street: 405 Pike Road

City: West Palm Beach

State: FL

Zip: 33411

Telephone: (561) 616-7079

Fax:

Email: mmartz@pbcgov.org

Type of Contractor: Individual Sole Proprietorship Corporation Government

Beginning/Ending Dates of Service: 9/1/20 – 8/31/21

Description of Services, Products and/or Deliverables:

Develop and implement strategies to support opioid-related prevention components of the CDC Overdose Data to Action (OD2A) cooperative agreement, awarded to Florida Department of Health Palm Beach County.

It is the understanding of the Treasure Coast Health Council, Inc., dba Health Council of Southeast Florida (Health Council), and the Independent Contractor that the Contractor will provide services in the following county:
Palm Beach County.

The Contractor is required to demonstrate that they will use OD2A cooperative agreement funds to perform all required duties as described below:

Partner Deliverables:

1. Contractor will expand its Mobile Integrated Health (MIH) team to add:
 - a. 32.9 additional hours per week of Specially-trained Community Paramedic services
 - b. 20 hours per week of Medical Social Worker services with expertise in substance use disorder and complex medical care coordination
2. Within 30 days of contract execution, recruit, hire and/or train Community Paramedic(s) and Medical Social Worker(s) to provide the services hereunder.
3. Within 45 days of execution of contract, the MIH Team's Community Paramedic(s) will serve an average of 23 patients per week inclusive of the following for a total of 32.9 hours/week:
 - a. Initial phone/video intervention at 1 hour per patient for an average of 23 patients per week

- b. follow up phone/video intervention with patient .30 hours for an average of 23 patients per week totaling 6.9 hours
 - c. Patient rounds: 1 hour per week
 - d. Program Management tasks: 2 hours per week
4. Within 45 days of contract execution, the MIH Team's Medical Social Worker(s) will serve an average of 10 patients per week for a total of 20 hours/week to include:
- a. Video Care Coordination with patient: 1 hour per patient average 10 patients per week
 - b. Care Coordination Management: 1 hour per patient per week (includes resource research, resource attainment, community partner outreach on behalf of patient, documentation for an average of 10 patients per week)
5. Provide a monthly progress report to the Health Council by the 10th of each month (including partial months) to include, as applicable, the following monthly and year to date data relating to the project deliverables under this Letter of Understanding
- a. Number of individuals served by the MIH, by specific service or support activity
 - b. De-identified Demographic characteristics, as available
 - c. Number and % of MIH patients offered Medically Assisted Treatment (MAT) through the Addiction Stabilization Center (ASC), Health Care District of Palm Beach County (HCD) or insurer
 - d. Number of EMS calls by patients enrolled in MIH
 - e. Other progress toward deliverables

Evaluation Requirements:

Under this Letter of Understanding, the Contractor and the Health Council will be required to fully cooperate with and actively participate in any Federal, State or local evaluation of the program.

Reporting Requirements:

Under this Letter of Understanding, the Contractor will be required to complete and submit monthly reports to the Health Council on or before the 10th of the month, for the previous calendar month service period, related to the progress and completion of project deliverables as set forth in paragraph 5 above. The monthly report shall be submitted to the Health Council via email using templates provided by the Health Council.

The Contractor also must, to the extent permitted by law, provide any required quarterly, annual and final reports, as requested by the Health Council, FL Department of Health and/or CDC.

Submit reports to:

Name: Anil Pandya

Title: Chief Operating Officer

Address: 600 Sandtree Drive, Suite 101, Palm Beach Gardens, FL 33403

Email: apandya@hcsef.org

Method of Payment:

1. Payment: This is a cost reimbursement contract. Contractor may seek reimbursement for allowable costs (such as salaries, overtime, fringe benefits, and telehealth video services) incurred in the completion of the deliverables specified in this Letter of Understanding for a total dollar amount not to exceed \$199,395.00.

2. Invoice Submission Requirements: Under this Letter of Understanding, the Contractor will be required to complete and submit monthly invoices, including all supporting documentation, to the Health Council, within 10 days following the end of the month for which payment is being requested. The monthly invoice shall be delivered to the Health Council via email using templates provided by the Health Council . The Health Council shall reimburse the Contractor on a monthly basis within 45 days of its receipt of each invoice by submitting payment to: Board of County Commissioners, Palm Beach County Finance Department, P.O. Box 4036, West Palm Beach, FL 33402-4036 ph. #561-355-2912.
3. Supporting Documentation : Cost Reimbursement Documentation Requirements :
 - a. The Contractor will establish and maintain all records and documents in accordance with generally accepted accounting/operational procedures and practices which sufficiently and properly reflect program operations and activities. Paid invoices or receipts must be submitted to support purchases made. Documentation must be submitted for all payroll and benefit payments. Receipts and supporting documentation are required for all expenses incurred for which reimbursement is sought.
 - b. To the extent permitted by law, the Contractor will ensure that all records pertaining to activities funded under the terms and conditions of this contract will be subject to inspection or review by the Health Council.

Monitoring: To the extent permitted by law, the Contractor agrees to permit persons duly authorized by the Health Council to inspect any records, papers, documents, facilities, and/or goods and services of the Contractor that are relevant to this contract to assure the Health Council of the satisfactory performance of the terms and conditions of this contract. Following such evaluation, the Health Council will deliver to the Contractor a written report of its findings and will include written recommendations with regard to the Contractor's performance of the terms and conditions of this contract. The Contractor will correct all noted deficiencies identified by the Health Council within the specified period of time set forth in the recommendations. The Contractor's failure to correct noted deficiencies within 30 days may, at the sole and exclusive discretion of the Health Council, result in any one or any combination of the following: (1) the Contractor being deemed in breach or default of this contract; (2) the withholding of payments to the Contractor by the Health Council; and, (3) the termination of this contract for cause.

Renewal: This Letter of Understanding may be renewed on a yearly basis for no more than two years beyond the initial contract and is subject to the same terms and conditions set forth in the initial contract. Renewals must be in writing, made by mutual agreement, and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Health Council and will be subject to the availability of funds.

Termination: Either party may terminate this contract with written notification within 30 days of their intention to terminate. Such notification shall be sent to:

Palm Beach County Fire Rescue
Reginald K. Duren
Fire Rescue Administrator
405 Pike Road
West Palm Beach, FL 33411
RDuren@pbcgov.org

Health Council of Southeast Florida
Andrea Stephenson Royster
Chief Executive Officer
600 Sandtree Drive, Suite 101, Palm Beach Gardens FL 33403
astephenson@hcsef.org

Submit invoices to:

Name: Anne Costello
Title: Chief Financial Officer
Address: 600 Sandtree Drive, Suite 101, Palm Beach Gardens, FL 33403
Email: acostello@hcsef.org

Insurance Requirements:

County is a political sub-division of the State of Florida subject to the limitations of Florida Statutes 768.28 as amended. County shall maintain a fiscally prudent liability program with regard to its obligations under this contract. Nothing herein shall serve as a waiver of sovereign immunity. When requested, the County shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Annual Appropriations:

The County's performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

Successors and Assigns:

The County and the Health Council each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this contract. Neither party shall assign, sublet, convey or transfer its interest in this contract without the prior written consent of the other.

Remedies:

This contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this contract will 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, 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 contract 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 contract, including but not limited to any citizen or employees of the County and/or the Health Council.

Access and Audits:

The Health Council shall maintain all records relating to this contract and the services and reimbursements hereunder for at least five (5) years after completion or termination of this contract. The County shall have access to such records for the purpose of inspection or audit during normal business hours, at the Health Council's place of business.

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 Health Council, its officers, agents, employees, 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.

Nondiscrimination:

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Health Council warrants and represents that throughout the term of the contract, including any renewals thereof, if applicable, all of its 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. Failure to meet this requirement shall be considered default of this contract.

E-Verify Employment Eligibility:

Health Council warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, Health Council shall register with and use the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of employees as set forth in Section 448.095, Florida Statutes. If County has a good faith belief that Health Council has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, County shall terminate this contract and said termination shall not be considered a breach of contract.

The Independent Contractor and Health Council agree to all terms and contents of this Letter of Understanding:

Treasure Coast Health Council, Inc., dba Health Council of Southeast Florida

Signed:  _____

Name: Andrea Stephenson Royster

Title: Chief Executive Officer –Authorized Representative

Date: 8/24/20 _____

Independent Contractor:

**ATTEST:
SHARON R. BOCK,
Clerk & Comptroller**

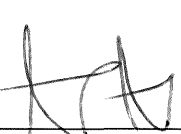
**PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS**

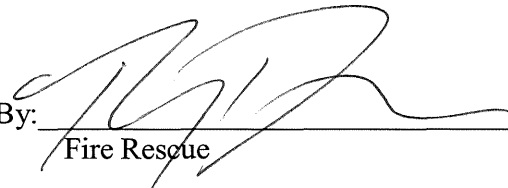
By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By:  for S. Buccows
County Attorney

By:  _____
Fire Rescue

20-1027

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

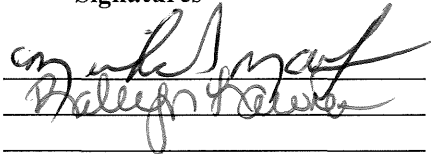
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BGRV 440 082520-553
BGEX 440 082520-1845

FUND 1300 - FIRE/RESCUE MSTU

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 08/25/20	REMAINING BALANCE
<u>Receipts and Balances</u>								
2020 HCSEF/DOH/CDC Opioid Prevention Program								
1300-440-4316-6943	Reimbursed Expenses - Other	0	0	199,395		199,395		
Total Receipts and Balances		0	0	199,395	0	199,395		
<u>Appropriations & Expenditures</u>								
2020 HCSEF/DOH/CDC Opioid Prevention Program								
1300-440-4316-1301	Salaries & Wages Non-FRS Employees	0	0	29,420		29,420		29,420
1300-440-4316-1401	Overtime	0	0	108,800		108,800		108,800
1300-440-4316-2101	Fica-Taxes	0	0	8,570		8,570		8,570
1300-440-4316-2105	Fica Medicare	0	0	2,004		2,004		2,004
1300-440-4316-2201	Retirement Contributions - Frs	0	0	26,601		26,601		26,601
1300-440-4316-3101	Professional Services - Other	0	0	24,000		24,000		24,000
Total Appropriations & Expenditures		0	0	199,395	0	199,395		

Fire Rescue
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures


Date
8/25/2020
8/28/2020

By Board of County Commissioners
At Meeting of 09/15/20
Deputy Clerk to the
Board of County Commissioners