

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: December 20, 2022 Consent Regular
 Ordinance Public Hearing

Department
 Submitted By: Community Services
 Submitted For: Community Services

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I. EXECUTIVE BRIEF

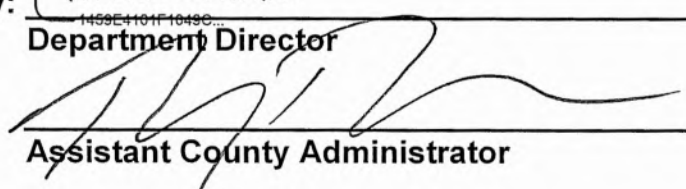
Motion and Title: Staff recommends motion to approve: Agreement for Provision of Financial Assistance with JFK Medical Center Limited Partnership, relating to the Addiction Stabilization Center (ASC), for the period of October 1 2021 through September 30, 2023, in an amount not-to-exceed \$500,000 annually, for the purpose of providing a revenue guarantee for the ASC facility.

Summary: On February 6, 2018, the Board approved the concept of an ASC with an emergency room component. The ASC opened in October 2019 at the JFK Medical Center North Campus (JFK) to address the immediate and critical care of Individuals experiencing opioid and other drug overdoses. It provides a central location with an emergency room component that allows for lifesaving overdose intervention and a behavioral health component, which includes immediate psychiatric identification for the best treatments to assist patients in addressing their addiction moving forward. This contract is one year retroactive due to lengthy negotiations with JFK. \$500,000 from FY 2022 will be carried over during the mid-year budget amendment. In FY 2020, the ASC handled 1,142 cases, of which 837 cases were emergency room visits and 305 cases were non-emergency visits. (Community Services Department) Countywide (HH)

Background and Justification: The ASC’s integration in the establishment of a readily accessible, integrated and coordinated recovery-oriented and person-centered system of substance use disorder and mental health care was identified as an important strategic goal of the Board in 2019. Preceding actions included the November 22, 2016 BCC meeting wherein staff was directed to review the County’s opioid epidemic, current initiatives underway to address the issue, and recommendations made by the National Association of Counties and National League of Cities in a joint report, “*A prescription for Action: Local Leadership in Ending the Opioid Crisis.*” The Board also directed staff to prepare recommendations for Board action resulting in Ronik-Radlauder Group, Inc. being engaged and the publishing of “Opioid Crisis: Palm Beach County’s Response,” which was adopted by the BCC on April 4, 2017, among its 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.

Attachments: Agreement for Provision of Financial Assistance

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Recommended By:	DocuSigned by: <u>Taruna Mallotra</u> <small>1459E4101F1043C...</small>	12/12/2022
	Department Director	Date
Approved By:		<u>12/15/2022</u>
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures					
Operating Costs	1,000,000				
External Revenue					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	1,000,000				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget: Yes X No
 Does this item include the use of federal funds: Yes No X

Budget Account No.:
 Fund 0001 Dept. 146 Unit 7621 Obj. Program Code Var. Program Period: VAR

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 Palm Beach County Ad Valorem. \$500,000 will be carried forward from FY2022 to FY2023.

C. Departmental Fiscal Review: DocuSigned by:
Julie Dowe
05AC9C7CC5BC4A4...
 Julie Dowe, Director, Financial & Support Svcs.

III. REVIEW COMMENTS

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

Palm Beach County Ad Valorem

ASDC/LL 12/1/22
 OFMB 11/30 MG 12/1

John S. Janssen 12/13/22
 Contract Development and Control

B. Legal Sufficiency:

Helene C. Strind 12-13-22
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

AGREEMENT FOR PROVISION OF FINANCIAL ASSISTANCE

This Agreement is made as of the _____ 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 **JFK Medical Center Limited Partnership, d/b/a HCA Florida JFK North Hospital** hereinafter referred to as the HOSPITAL, a Delaware limited partnership authorized to do business in the State of Florida, whose Federal Tax I.D. is **62-1694180**

WHEREAS, the HOSPITAL operates an acute care hospital known as JFK Medical Center-North Campus which has established an Addiction Emergency Room, known as the Addiction Stabilization Center (ASC) to provide medical services to persons presenting themselves for care and/or treatment of addiction disorders; and

WHEREAS, the HOSPITAL requires a revenue guarantee in order to ensure that Palm Beach County residents who do not qualify for reimbursement from any third party have access to care through the ASC.

NOW THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the HOSPITAL agree as follows:

ARTICLE 1 -INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference.

ARTICLE 2 -SERVICES

The HOSPITAL agrees to provide services to residents of Palm Beach County as set forth in the Scope of Services and Billing Schedule in Exhibit A. No changes in the scope of work or services are to be conducted without the written approval of the Palm Beach County Community Services Department (DEPARTMENT).

No part of the funding is intended to benefit any specific individual or recipient. All funding is intended for the overall benefit of all recipients of the services provided by the programs being funded herein.

ARTICLE 3 –SCHEDULE

The term of this Agreement shall be for two (2) years, starting October 1, 2021 and expiring on September 30, 2023.

The parties shall amend this Agreement if there is a change to the Scope of Services and Billing Schedule, funding, and/or federal, state, and local laws or policies affecting this Agreement.

ARTICLE 4 -PAYMENTS

The COUNTY shall pay to the HOSPITAL for services rendered under this Agreement not to exceed a total amount of **ONE MILLION DOLLARS (\$1,000,000) over a two year period of which \$500,000 is budgeted in FY2022 with an anticipated annual allocation of \$500,000 in FY2023.**

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

All requests for payments of this Agreement shall be in accordance with Exhibit A. Patient information shall be de-identified of Protected Health Information in accordance with the Health Insurance Portability and Accountability Act (HIPAA) privacy rule.

The HOSPITAL is obligated to provide the COUNTY with the properly completed requests for all funds to be paid relative to this Agreement in accordance with Exhibit A. Any amounts not submitted in accordance with Exhibit A, 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 HOSPITAL pursuant to this Agreement 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 Agreement. 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 Agreement shall be withheld until all reports due from the HOSPITAL and necessary adjustments have been approved by the COUNTY. In the event that the HOSPITAL 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.

Final Invoice: In order for both parties herein to close their books and records, the HOSPITAL will clearly state "final invoice" on the HOSPITAL's final/last billing to the COUNTY. This shall constitute HOSPITAL's certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the HOSPITAL.

In order to do business with Palm Beach County, HOSPITAL is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If HOSPITAL intends to use sub-agencies, HOSPITAL must also ensure that all sub-agencies are registered as agencies in VSS. All sub-contractor agreements must include a contractual provision requiring that the sub-HOSPITAL register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the HOSPITAL and all of its sub-agencies are registered in VSS.

ARTICLE 5 - AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Agreement for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

ARTICLE 6 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the HOSPITAL shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the HOSPITAL's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside Agencies. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 7 – INSURANCE

The HOSPITAL shall maintain at its sole expense, in force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by HOSPITAL, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by HOSPITAL under the Contract. HOSPITAL agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. Commercial General Liability: HOSPITAL shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

- B. Workers' Compensation Insurance & Employer's Liability: HOSPITAL shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

- C. Professional Liability: HOSPITAL shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of HOSPITAL's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, HOSPITAL warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, HOSPITAL shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the HOSPITAL of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

- D. Waiver of Subrogation: Except where prohibited by law, HOSPITAL hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then HOSPITAL shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others,

or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should HOSPITAL enter into such an agreement on a pre-loss basis.

- E. Certificates of Insurance: On execution of this contract, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the HOSPITAL shall deliver to the COUNTY or COUNTY's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

And may be addressed:

Palm Beach County Board of County Commissioners
c/o Community Services Department
810 Datura Street
West Palm Beach, FL 33401 ATTN: Contracts Manager

- F. Right to Revise or Reject: COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 8 - INDEMNIFICATION

HOSPITAL shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of HOSPITAL.

ARTICLE 9- SUCCESSORS AND ASSIGNS

The COUNTY and the HOSPITAL 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 Agreement. Except as above, neither the COUNTY nor the HOSPITAL shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 10 – WARRANTIES AND LICENSING REQUIREMENTS:

The HOSPITAL represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

The HOSPITAL shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The HOSPITAL is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The HOSPITAL further represents that it has, or will secure at its own expenses, all necessary personnel required to perform the services under this Agreement, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

The HOSPITAL represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the HOSPITAL without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

The HOSPITAL shall comply with all legal criminal history record check regulations required for the population they serve. HOSPITAL will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. HOSPITAL may hire employees prior to obtaining the Level 2 background check results, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the HOSPITAL.

ARTICLE 11 – REGULATIONS

The HOSPITAL shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. HOSPITAL is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 12 - 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 HOSPITAL warrants and represents that throughout the term of the Agreement, 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 the Agreement.

As a condition of entering into this Agreement, the HOSPITAL represents and warrants that it will comply with the COUNTY's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the HOSPITAL shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of sub-contractors, vendors, suppliers, or commercial customers, nor shall the HOSPITAL retaliate against any person for reporting instances of such discrimination. The HOSPITAL shall provide equal opportunity for sub-contractors, vendors and suppliers to participate in all of its public sector and private sector sub-contracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The HOSPITAL understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause

is not enforceable by or for the benefit of, and creates no obligation to, any third party. HOSPITAL shall include this language in its sub-contracts.

ARTICLE 13 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement 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 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 HOSPITAL.

ARTICLE 14 - HOSPITAL'S PROGRAMMATIC REQUIREMENTS

Failure to address these items below in a timely fashion and in the format required will constitute a material breach of this Agreement and may result in termination of this Agreement.

The HOSPITAL agrees to specific programmatic requirements, including but not limited to, the following.

- A. HOSPITAL shall maintain separate financial records for ASC contracted funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, by administration and program costs.
- B. HOSPITAL shall promptly reimburse the COUNTY for any funds which are misused, misspent or unspent, or are for any reason deemed to have been spent on ineligible expenses.
- C. HOSPITAL shall maintain records in accordance with the Public Records Law, Chapter 119, F.S., to the extent applicable, as outlined in Article 33 hereof.
- D. HOSPITAL shall ensure that no private or confidential data collected, maintained or used during the course of the Agreement period shall be disseminated except as authorized by statute during the Agreement period or thereafter.
- E. HOSPITAL shall allow COUNTY through the DEPARTMENT to both fiscally and programmatically monitor to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Services and Billing Schedule, Exhibit A, are adhered to. All contracted programs/services will be monitored at least yearly and possibly twice-yearly. The DEPARTMENT staff will utilize and review other Funder's licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The HOSPITAL shall maintain business and accounting records detailing the performance of the Agreement. Authorized representatives or agents of the

COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

- F. HOSPITAL may be monitored by the information within the Agreement, Exhibit A, and current DEPARTMENT monitoring tool, at the discretion of the DEPARTMENT.
- G. HOSPITAL agrees to not use or disclose protected health information, defined as individually identifiable health information other than permitted or required by this Agreement or as required by law.
- H. HOSPITAL shall have an approved Succession Plan indicating how they plan to communicate to COUNTY if Key Personnel of Senior Management plans on leaving the HOSPITAL. Provide an action plan and timeline for replacement.
- I. HOSPITAL shall notify COUNTY within fourteen (14) business days of the following:
 - 1. Resignation/Termination of CEO, President and/or CFO.
 - 2. Temporary interruption of services delivery due to emergency, natural or unnatural disaster.
- J. HOSPITAL shall provide a roster of Board of Directors, with titles, addresses, phone numbers and a copy of the Board By-Laws.

ARTICLE 15 – ACCESS AND AUDIT REQUIREMENTS

The HOSPITAL shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such medical records and itemized bills for Clients serviced as required in this section for the purpose of inspection or audit during normal business hours, at the HOSPITAL's place of business.

HOSPITAL shall establish policies and procedures and provide a statement, stating that the accounting system or systems established by the HOSPITAL, has appropriate internal controls, checking the accuracy and reliability of accounting data, and promoting operating efficiency.

The HOSPITAL will provide a final close out report and Financial Reconciliation Statement as set forth in "Exhibit C" on accounting for all funds expended hereunder no later than 30 days from the Agreement end date.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, which is authorized and empowered to review past, present and proposed COUNTY contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the HOSPITAL, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

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

ARTICLE 16 - CONFLICT OF INTEREST

The HOSPITAL represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, F.S. and Palm Beach County Code of Ethics. The HOSPITAL further represents that no person having any such conflict of interest shall be employed for said performance of services.

The HOSPITAL shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the HOSPITAL's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the HOSPITAL may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the HOSPITAL. The COUNTY agrees to notify the HOSPITAL of its opinion by certified mail within thirty (30) days of receipt of notification by the HOSPITAL. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the HOSPITAL, the COUNTY shall so state in the notification and the HOSPITAL shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the HOSPITAL under the terms of this Agreement.

ARTICLE 17- PERSONNEL

The HOSPITAL warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Any changes or substitutions in the HOSPITAL'S key personnel, or any personnel turnover which could adversely impact the HOSPITAL'S ability to provide services as may be listed herein must be made known to the COUNTY'S representative within five (5) working days of the change. HOSPITAL shall establish and consistently utilize an allocation methodology for personnel costs for program activities supported by multiple sources.

All of the services required hereinunder shall be performed by the AGENCY or under its supervision. The HOSPITAL further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement, and that they shall be fully qualified and, if required, authorized, permitted, and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the HOSPITAL'S personnel (and all subcontractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 18 - DRUG-FREE WORKPLACE

The HOSPITAL shall implement and maintain a drug-free workplace program of at least the following items:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the HOSPITAL's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Paragraph A.
- D. In the statement specified in Paragraph A, notify the employees that, as a condition of working on the Agreement services, the employee will abide by the terms of the statement and will notify the HOSPITAL of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, F.S., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, F.S.

ARTICLE 19 - AMERICANS WITH DISABILITIES (ADA)

The HOSPITAL shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The HOSPITAL is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the HOSPITAL's sole direction, supervision and control. The HOSPITAL shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the HOSPITAL's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The HOSPITAL does not have the power or authority to bind the COUNTY in any promise, agreement or representation. Further, the HOSPITAL shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

ARTICLE 21 - CONTINGENT FEES

The HOSPITAL warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the HOSPITAL to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the HOSPITAL, any fee,

commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 22 – SUB-CONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The HOSPITAL is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the HOSPITAL uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the HOSPITAL shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 23 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the HOSPITAL certifies that it, its affiliates, suppliers, sub-contractors and Agencies who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 24 - EXCUSABLE DELAYS

The HOSPITAL shall not be considered in default by reason of failure in performance if such failure arises out of causes reasonably beyond the control of the HOSPITAL or its sub-contractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes and abnormally severe and unusual weather conditions.

Upon the HOSPITAL's request, the COUNTY shall consider the facts and extent of any failures to perform the work and, if the HOSPITAL's failure to perform was without it or its sub-contractors fault or negligence, the Agreement schedule and/or any other affected provisions of this Agreement shall be revised accordingly, subject to the COUNTY's rights to change, terminate or stop any or all of the work at any time.

ARTICLE 25 – ARREARS

The HOSPITAL shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The HOSPITAL further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 26 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The HOSPITAL shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

To the extent allowed by Chapter 119, F.S., all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept

confidential by the HOSPITAL and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY's expense shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Palm Beach County Code 2-421 through 2-440, as may be amended.

ARTICLE 27 - TERMINATION

This Agreement may be terminated by the HOSPITAL upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the HOSPITAL. This Agreement may also be terminated by the HOSPITAL upon sixty (60) days' prior written notice to the COUNTY for the COUNTY's failure to approve \$500,000 in funding for this Agreement for FY2023 on or before September 30, 2022. The County's failure to approve \$500,000 in funding for this Agreement for FY2023 shall not constitute a breach of contract by the COUNTY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the HOSPITAL. Either party may terminate this Agreement without cause by giving the other party not less than thirty (30) days' prior written notice of its intent to terminate the Agreement. Unless the HOSPITAL is in breach of this Agreement, the HOSPITAL shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the HOSPITAL shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and sub-contracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 28 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 29 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the HOSPITAL of the COUNTY's notification of a contemplated change, the HOSPITAL shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the HOSPITAL's ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the HOSPITAL shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the HOSPITAL shall not commence work on any such change until such written amendment is signed by the HOSPITAL and approved and executed on behalf of Palm Beach County.

ARTICLE 30 - NOTICES

All notices required in this Agreement shall be sent by, and if sent to the COUNTY shall be mailed to:

Taruna Malhotra, Assistant Director
Community Services Department
Palm Beach County
810 Datura Street
West Palm Beach, Florida 33401

and if sent to the HOSPITAL shall be mailed to:

Russ T. Young, Vice President
2201 45th St
West Palm Beach, FL 33407

ARTICLE 31 - STANDARDS OF CONDUCT FOR EMPLOYEES

The HOSPITAL must establish safeguards to prevent employees, Agencies, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 45 CFR Part 74, Subpart P and 45 CFR Part 92.36.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official *must* be

reported promptly to the COUNTY.

A copy of the rules of conduct must be made available to each officer, employee, board member, and HOSPITAL of the recipient organization who is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY; however, they must be made available for a review upon request, for example, during a site visit.

ARTICLE 32 - SCRUTINIZED COMPANIES

A. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the HOSPITAL certifies that it, its affiliates, suppliers, sub-contractors and AGENCIES who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the HOSPITAL certifies that it, its affiliates, suppliers, sub-contractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by HOSPITAL, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 33 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if HOSPITAL: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the HOSPITAL shall comply with the requirements of Section 119.0701, F.S., as it may be amended from time to time. The HOSPITAL is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
- B. Upon request from the COUNTY's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The HOSPITAL further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure

requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the HOSPITAL does not transfer the records to the public HOSPITAL.

- D. Upon completion of the Agreement the HOSPITAL shall transfer, at no cost to the COUNTY, all public records in possession of the HOSPITAL unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the HOSPITAL transfers all public records to the COUNTY upon completion of the Agreement, the HOSPITAL shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the HOSPITAL keeps and maintains public records upon completion of the Agreement, the HOSPITAL shall meet all applicable requirements for retaining public records. All records stored electronically by the HOSPITAL must be provided to COUNTY, upon request of the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY, at no cost to the COUNTY.

Failure of the HOSPITAL to comply with the requirements of this article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. HOSPITAL acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE HOSPITAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE HOSPITAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, AND 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 34 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the HOSPITAL. The HOSPITAL shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the HOSPITAL authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The HOSPITAL shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

ARTICLE 35 - AUTHORITY TO PRACTICE

The HOSPITAL hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request

ARTICLE 36 - E-VERIFY - EMPLOYMENT ELIGIBILITY

HOSPITAL warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System at E-

Verify.gov, and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of HOSPITAL'S subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

HOSPITAL shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. HOSPITAL shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement that requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that HOSPITAL has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that HOSPITAL'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify HOSPITAL to terminate its contract with the subcontractor and HOSPITAL shall immediately terminate its Agreement with the subcontractor. If COUNTY terminates this Agreement pursuant to the above, HOSPITAL shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, HOSPITAL shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 37- COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means.

ARTICLE 38 - ENTIRETY OF CONTRACTUAL AGREEMENT

The HOSPITAL agrees that the Scope of Work has been developed from the HOSPITAL's service proposal and that the COUNTY expects performance by the HOSPITAL in accordance with such application. In the event of a conflict between the proposal and this Agreement, this Agreement shall control.

The COUNTY and the HOSPITAL both further agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and HOSPITAL has hereunto set his/her hand the day and year above written.

ATTEST:

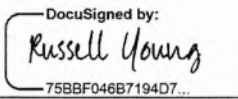
Joseph Abruzzo
Clerk of the Circuit Court & Comptroller
Palm Beach County

PALM BEACH COUNTY, FLORIDA, a Political
Subdivision of the State of Florida BOARD
OF COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

BY: _____
Mayor

AGENCY:

BY: 
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Authorized Signature

Russell T. Young

AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

BY: 
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Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

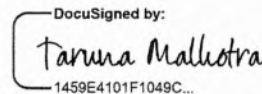

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EXHIBIT A

**SCOPE OF SERVICES AND BILLING SCHEDULE
Addiction Stabilization Center**

JFK Medical Center operates an acute care hospital which is known as JFK Medical Center-North Campus ("Facility"), which has established an Addiction Emergency Room to provide emergency medical services to persons presenting themselves for care and/or treatment of addiction disorders, and which requires coverage by physicians who have the training, experience, and qualifications necessary to provide professional emergency medical services to Palm Beach County residents, regardless of a patient's ability to pay.

To insure the financial viability of the Addiction Stabilization Center (ASC), the COUNTY shall provide payments up to a maximum amount of \$500,000 per subsidy period (12 months) to JFK/HCA for patients treated in the ASC that are uninsured and have been deemed ineligible for reimbursement under the Health Care District of Palm Beach County's, (the District's), CARES program ("Clients"). Billable rates for treatment services shall not exceed those paid by the District for equivalent services. The amount of the subsidy paid by the COUNTY during any billing period will be calculated based on reimbursement claims submitted by JFK/HCA to the District through their third-party administrator, Community Care Plan, for their review and determination as to program eligibility and billing amount. JFK/HCA will be responsible for submitting all potentially eligible claims in a timely manner and the COUNTY will be responsible for obtaining regular and periodic reports from the District indicating the type and number of claims and the total reimbursement amount eligible for COUNTY payments pursuant to this section.

Subsidy payment requests sent to the County by JFK/HCA shall be accompanied by a blinded list of Clients served, and the total due for each client, along with the rejected/denial remittance for each client, accompanied by a cover memo on HOSPITAL letterhead signed by the JFK/HCA Chief Executive Officer, Chief Financial Officer or their designee. Subsidy payment requests must be submitted to the County as follows:

Subsidy Requests for period October 1st, 2021 through September 30, 2022 is due to County by January 1st, 2023.

Subsidy Requests for periods between October 1st, 2022 through September 30th, 2022 may be billed monthly or quarterly and all requests are due by November 10, 2023.

The parties acknowledge and agree that with respect to their contractual relationship under this Exhibit A and/or independent relationships each may have with third parties, the parties will use their respective best efforts to comply with requirements of the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations promulgated thereunder, as each may be subsequently amended (collectively, "HIPAA"), as a Covered Entity (as that term is defined under HIPAA) when receiving, using or disclosing Protected Health Information (as that term is

defined under HIPAA) of Patients as required to meet the parties' respective obligations under this Exhibit A.

JFK Claims Process:

JFK is responsible for exhausting all payor sources for uninsured patients as the District Cares Voucher Program is the payor of last resort. JFK shall submit a claim for health care services for all uninsured patients electronically to the Health Care District of Palm Beach County (the District) through the Community Care Plan (CCP). Claims will be processed and paid based on patient eligibility and active District Cares Voucher Program coverage.

If a claim for health care services submitted by JFK to the District is rejected or denied by the District due to the patient's insurance status or ineligibility for the District Cares Voucher Program, JFK will submit that claim, along with the District's rejected or denial remittance, to the County for reimbursement. The District's rejected or denial remittance must be attached to each claim submitted to the County by JFK for reimbursement. Claims that do not include the District's denial remittance will not be considered for reimbursement.