#### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

## AGENDA ITEM SUMMARY

Meeting Date: May 2	, 2023 [X] []	Consent Ordinance	[]	Regular Public Hearing
Department				_
Submitted By:	<b>Community Servic</b>	es		
Submitted For:	<b>Behavioral Health</b>	and Substan	<u>ce Us</u>	e Disorders
	:=====================================			
	<u>L C</u>	XECUTIVE B		

**Motion and Title: Staff recommends motion to approve:** Amendment No. 2 to Subrecipient Agreement with Southeast Florida Behavioral Health Network, Inc. (SEFBHN) (R2021-0301), for the period October 1, 2020 through September 30, 2023, to increase the total amount by \$142,558 for a new contract amount not-to-exceed \$1,240,438, to continue services under the Department of Justice (DOJ) Comprehensive Opioid, Stimulants, Substance Abuse Program (COSSAP) demonstration program.

Summary: The DOJ approved a one-time no-cost project period extension for the COSSAP Award #2019-AR-BX-K023 with Palm Beach County Community Services Department (CSD) to provide an additional 12 months to complete the research for COSSAP. The Board of County Commissioners (BCC) authorized staff to execute a two-year agreement with SEFBHN for the period October 1, 2020 through September 30, 2022 to implement the COSSAP demonstration program in Palm Beach County. The DOJ approved a no cost extension of the initial grant award, with a new end date of September 30, 2023 to allow for the demonstration program to be completed. The BCC approved Amendment 1 (R2022-0931) on September 13, 2022. To date, COSSAP funding has been used to support a care coordinator/housing specialist to assist program participants in securing a recovery housing placement through an established Recovery Housing Voucher Program and Recovery Residence Provider Network. Recovery support services have been provided by a peer recovery support specialist, who has access to Recovery Support Services Funds to further assist participants. This intervention program has prioritized and expedited recovery support services for individuals at high overdose risk. The CSD's Behavioral Health and Substance Use Disorders COSSAP program focuses on a comprehensive, person-centered, recovery-oriented approach with the goal of ensuring housing stability to support persons involved with the criminal justice system who have a substance use disorder. Linda Kane, an employee with SEFBHN, is a member of the Homeless Advisory Board (HAB). The HAB provides no regulation, oversight, management, or policy-setting recommendations regarding the subject agreements or transactions. 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. (Behavioral Health and Substance Use Disorders) Countywide (HH)

**Background and Justification:** The BCC identified the opioid epidemic, behavioral health, and substance use disorder as a high strategic priority in 2019 and subsequent years with a strategic goal to establish a system of care that was person-centered and recovery-oriented in order to improve long-term recovery outcomes and quality of care. The COSSAP program and its service and research focus are aligned with this goal. In 2017, the BCC adopted an Opioid Response Plan (ORP) to guide its opioid epidemic efforts. A steering committee was established to guide these efforts on recommendation of the ORP. The Committee approved a Plan Update in November 2022 that affirms the BCC's strategic goal and the COSSAP program aims. The Medical Examiner's Office (Office) reported in 2020 there were 605 opioid-related deaths, a 35% increase from the 447 opioid-related deaths of 2019. In 2021, the Office reported 529 opioid-related deaths, a 13% decrease. In 2022, the Office reported 418 opioid-related deaths, a 21% decrease. For the first quarter of 2023, the Office reported 77 opioid-related deaths, with 48 pending final determination.

Attachments: Amendment No. 2 Subrecipient Agreement with SEFBHN

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Recommended By:	Docusigned by: Dames Green BF34EF22BF0F492.	4/12/23
Approved By:	Department Director	Date 4/2/2023
	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	\$142,558				
External Revenue				-	
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$142,558				
No. ADDITIONAL FTE POSITIONS (Cumulative)					

# 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 Object 3401 Program Code\_\_\_\_Program Period \_\_\_\_\_

# B. Recommended Sources of Funds/Summary of Fiscal Impact: Funding Source is Palm Beach County.

C. Departmental Fiscal Review:

DocuS	igned by:
Julie	Dowe
05AC9	C7CC5BC4A4

Julie Dowe, Director of Finance and Support Services

**III. REVIEW COMMENTS** 

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

MG 4/19

120/23 elopment and Control

B. Legal Sufficiency:

Assistant

C. Other Department Review:

**Department Director** 

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

### SECOND AMENDMENT TO SUBRECIPIENT AGREEMENT

THIS SECOND AMENDMENT TO SUB-RECIPIENT AGREEMENT dated March 09, 2021, (R2021-0301), is made on this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2023, 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 <u>Southeast Florida Behavioral Health Network, Inc.</u>, 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 <u>27-1871869</u>.

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

WHEREAS, on March 09, 2021, the above named parties entered into a Sub-recipient Agreement, (R2021-0301) (the Agreement), in an amount not to exceed \$953,920.00, to provide certain services for the Comprehensive Opioid Abuse Site-based Program; and

WHEREAS, on September 13, 2022, the Agreement was amended (R2022-0931) to increase funding by ONE HUNDRED FORTY-THREE THOUSAND, NINE HUNDRED AND SIXTY DOLLARS (\$143,960.00); and

WHEREAS, the need exists to increase funding for Fiscal Year 2023 by ONE HUNDRED FORTY TWO THOUSAND, FIVE HUNDRED FIFTY-EIGHT DOLLARS AND ZERO CENTS (\$142,558.00) for a total of TWO HUNDRED EIGHTY-SIX THOUSAND, FIVE HUNDRED EIGHTEEN DOLLARS (\$286,518.00); and

WHEREAS, the need exists to amend the Agreement with the AGENCY, to increase the total funding by amending the first paragraph in ARTICLE 5 – <u>PAYMENTS</u>, EXHIBIT A – SCOPE OF WORK, and to replace EXHIBIT B1 PAYMENT SCHEDULE, with EXHIBIT B2 – PAYMENT SCHEDULE.

**NOW THEREFORE**, the COUNTY and the AGENCY mutually agree that the Contract is hereby amended as follows:

- I. The foregoing recitals are true and correct and incorporated herein by reference and made a part of the parties' Agreement.
- II. The first paragraph in **ARTICLE 5 <u>PAYMENTS</u>** is amended to read as follows:

The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed a total Agreement amount of <u>ONE MILLION, TWO HUNDRED-FORTY</u> THOUSAND FOUR HUNDRED THIRTY-EIGHT DOLLARS AND ZERO CENTS (\$1,240,438.00), of which FOUR HUNDRED SEVENTY-SIX THOUSAND, NINE HUNDRED AND SIXTY DOLLARS AND ZERO CENTS (\$476,960.00) was budgeted in both FY 2021 and FY 2022, and <u>TWO HUNDRED EIGHTY-SIX THOUSAND, FIVE</u> HUNDRED EIGHTEEN DOLLARS AND ZERO CENTS (\$286,518.00) is budgeted in FY

2023.

III. **EXHIBIT A - SCOPE OF WORK**, Section I, Scope of Work, C. Clients Served: is updated as follows:

**C.** Clients Served A minimum of 25 unduplicated Clients will be provided housing and other recovery support services under this Agreement during FY 2023, including access to the Recovery Housing Voucher and Recovery Support Services Funds. In addition, a minimum of 40 unduplicated Clients annually will be provided other recovery support services with access to the Recovery Support Services Funds.

IV. Exhibit B2, attached hereto and incorporated herein by reference, shall replace Exhibit B1 in its entirety.

## **OTHER PROVISIONS:**

All other provision of the Agreement not modified in this Second Amendment are still in effect and are to be performed at the same level as specified in the Agreement.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:

Joseph Abruzzo, Clerk of the Circuit Court and Comptroller Palm Beach County

BY

**Deputy Clerk** 

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

BY

Gregg K. Weiss, Mayor

**AGENCY:** 

Southeast Florida Behavioral Health Network, Inc. **AGENCY'S Name Typed** 

DocuSigned by:

Ann Berner

A0D748611101-330 AGENCY'S Signatory Name

Ann Berner, President/CEO **AGENCY'S Signatory Title Typed** 

#### APPROVED AS TO FORM AND **LEGAL SUFFICIENCY**

## **APPROVED AS TO TERMS AND CONDITIONS**

DocuSigned by:

Tanuna Malliotra

Taruna Malhotra, Assistant Director **Community Services Department** 

DocuSigned by: Helene C. Hvizd

**Assistant County Attorney** 

#### FY 2021-2023 – FEDERAL (DEPARTMENT OF JUSTICE) COSSAP GRANT UNITS OF SERVICE RATE AND DEFINITION

Service Description	Total FY 2021	Total FY 2022	Total FY 2023
Care Coordination: Services that develop plans for the evaluation individuals in recovery needing assistance in planning and arranging for services, which assess the individual's needs; coordinate the delivery of needed services; ensure that services are obtained in accordance with the service plan; and follow up and monitor progress to ensure that services are having a beneficial impact on the individual as noted in Exhibit A. Peer Support: Services that include assisting Clients in articulating their goals for recovery and learning and practicing new skills. Helping them monitor their progress, supporting them in their recovery, modeling effective coping techniques and self-help strategies based on their own recovery experience, and supporting them in advocating for themselves to obtain effective services as noted in Exhibit A.	\$90,000	\$90,000	\$132,403
<b>Recovery Housing Voucher:</b> Provides financial assistance to cover housing expenses.	\$180,000	\$180,000	\$97,500
<b>Recovery Support Services Fund:</b> Provides additional support to COSSAP program clients as they continue their recovery journey.	\$181,500	\$181,500	\$42,289
Administrative Costs	\$25,460	\$25,460	\$14,326
Total	\$476,960	\$476,960	\$286,518

For all service categories listed above, expenses will be reimbursed at the actual cost of services listed in the monthly submission of the general ledger. The backup documentation - copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the Palm Beach County Department of Community Services will be requested as a desk and/or on-site monitoring on a periodic basis. Print Date 4/6/2023 11:33:43 AM



#### Palm Beach County Compliance Summary Report

Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp, Date	Coverage	Contract Number	Contract Name
Southeast Florida Behavioral Health Network, Inc.		Compliant					053-02	CARES- Substance Abuse Coordination
	А-р, Х	Ameritrust Insurance Corporation	FITGL500372022	6/1/2022	6/1/2023	General Liability		
	А-р, Х	Ameritrust Insurance Corporation	FITGL500372022	6/1/2022	6/1/2023	Professional Liability		
	A++g , XV	Indemnity Insurance Company of North America	f WLRC71179795	7/1/2022	7/1/2023	Workers Comp		
Standard - Professional Service	s							
	Southeast Florida Behavioral Health Network, Inc.	Southeast Florida Behavioral Health Network, Inc. A-p , X A-p , X	Carrier       Southeast Florida Behavioral Health Network, Inc.     Compliant       A-p , X     Ameritrust Insurance Corporation       A-p , X     Ameritrust Insurance Corporation       A+p , X     Indemnity Insurance Company of North America	Southeast Florida Behavioral Health Network, Inc. Compliant   A-p , X Ameritrust Insurance Corporation FITGL500372022   A-p , X Ameritrust Insurance Corporation FITGL500372022   A+g , XV Indemnity Insurance Company of WLRC71179795 North America	Southeast Florida Behavioral Health Network, Inc.     Compliant       A-p , X     Ameritrust Insurance Corporation FITGL500372022     6/1/2022       A-p , X     Ameritrust Insurance Corporation FITGL500372022     6/1/2022       A-p , X     Ameritrust Insurance Corporation FITGL500372022     6/1/2022       A++g , XV     Indemnity Insurance Company of WLRC71179795     7/1/2022	Southeast Florida Behavioral Health Network, Inc.     Compliant       A-p , X     Ameritrust Insurance Corporation FITGL500372022     6/1/2022     6/1/2023       A-p , X     Ameritrust Insurance Corporation FITGL500372022     6/1/2022     6/1/2023       A-p , X     Ameritrust Insurance Corporation FITGL500372022     6/1/2022     6/1/2023       A++g , XV     Indemnity Insurance Company of WLRC71179795     7/1/2022     7/1/2023	Carrier     Carrier     End of the state of the	Southeast Florida Behavioral Health Network, Inc. Compliant 053-02   A-p , X Ameritrust Insurance Corporation FITGL500372022 6/1/2022 6/1/2023 General Liability   A-p , X Ameritrust Insurance Corporation FITGL500372022 6/1/2022 6/1/2023 Professional Liability   A-p , X Ameritrust Insurance Corporation FITGL500372022 6/1/2022 6/1/2023 Professional Liability   A++g , XV Indemnity Insurance Company of WLRC71179795 7/1/2022 7/1/2023 Workers Comp

Required Additional Insured : Palm Beach County Board of County Commissioners

Ownership Entity :