Agenda Item #: 3E-3

PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS** AGENDA ITEM SUMMARY

======== Meeting Date:	======================================	[X] []	Consent Ordinance	=== [[===]]	Regular Public Hearing	
Department Submitted By: Submitted For:							
EVECUTIVE DDICE							

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 2 to Contract for Provision of Services with Florida Association of Recovery Residences (FARR) (R2022-0269), to amend, revise and extend the end date from September 30, 2023 to September 30, 2025, and to increase the total amount by \$120,000, for a new total contract amount not-to-exceed \$240,000, for the provision of providing education, training, and engaging FARR certified recovery residences regarding the Recovery Capital Index (RCI).

Summary: The FARR Recovery Capital Initiative seeks to educate, train and engage FARR certified recovery residences regarding the Recovery Capital Index (RCI). RCI is a peer-reviewed, validated tracking instrument that measures recovery wellness and assessment of intervention effectiveness. RCI will provide education and training on Medication Assisted Treatment (MAT)/Medication Assisted Recovery (MAR) to FARR certified residences, owners and staff; help develop best practices and compliance in following medical prescriptions for individuals utilizing MAT/MAR; and educate owners to broaden acceptance of MAT/MAR in recovery residences. Palm Beach County has an interest in appropriately measuring long-term recovery outcomes in the recovery residence environment through the use of RCI. The aim of the project is to build recovery capital capacity within FARR certified recovery residences in Palm Beach County. The intent is to foster an environment that maximizes a resident's opportunity to achieve long-term recovery through education, monitoring and measuring outcomes. FARR currently has 103 housing providers certified statewide, representing 1,492 locations and 6,384 beds. Palm Beach County accounts for 51 of the statewide recovery residence programs (49.5 %), representing 635 locations (42.5 %) and 2,712 beds (42.5%). Housing stability is a key predictor of achieving long-term recovery outcomes. As such, Palm Beach County has a keen interest in ensuring that recovery residences certified in the county are rigorously screened and monitored to provide safe and stable housing environments. Thus, another aim of this initiative is to make sure that FARR has sufficient capacity to also achieve housing stability for recovery residence residents utilizing the RCI. (Community Services Department) Countywide (HH)

Background and Justification: The BCC identified the opioid epidemic, behavioral health, and substance use disorders as a strategic priority. On November 1, 2022, the BCC approved the Plan Update to address behavioral health and substance use disorders and later approved an Advisory Committee to enhance the County's capacity and effectiveness in formulating comprehensive, integrated, and effective behavioral health, substance use, and co-occurring disorders prevention, treatment, support, and recovery policies. Data shows how urgent these efforts are to reduce substance use and co-occurring disorders deaths. In 2021, the Medical Examiner's Office (Office) reported 529 opioid-related deaths and in 2022, reported 418 opioid-related deaths. For the first two quarters of 2023, the Office reported 152 confirmed opioidrelated deaths, with 50 pending final determination. Given emerging drug trends that are proving to be more dangerous, information sharing and coordinated actions are critical to delivering an effective and efficient system of care.

Attachments: Amendment No. 2 to Contract for Provision of Services with FARR						
Recommended By:	James E. Freen	8/30/2023				
•	Department Director	Date,				
Approved By:		9/11/2023				
	Assistant County Administrator	Date				

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures		60,000	60,000		
Operating Costs					
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT		60,000	60,000		
No. ADDITIONAL FTE POSITIONS (Cumulative)					

	No. ADDITIONAL FTE POSITIONS (Cumulative)									
	Is Item Included In Proposed 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									
В	Recommended Sources of Funds/Summary of Fiscal Impact: Funding Source is Palm Beach County.									
С	Departmental Fiscal Review: Julie Dowe, Director of Finance and Support Services									
	III. REVIEW COMMENTS									
A	. OFMB Fiscal and/or Contract Development and Control Comments:									
	OFMB MG 8131 Contract Development and Control M 9/8/43									
В	Legal Sufficiency:									
	Assistant County Attorney									
С	C. Other Department Review:									
	Department Director									

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

SECOND AMENDMENT

SECOND AMENDMENT TO CONTRACT FOR PROVISION OF SERVICES

THIS SECOND AMENDMENT TO CONTRACT FOR PROVISION OF SERVICES dated March 22, 2022 (R2022-0269), 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 Florida Association of Recovery Residences, Inc., hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 46-0634210.

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

WHEREAS, on March 22, 2022, the above named parties entered into a Contract for Provision of Services, (R2022-0269) (the Contract), in an amount not to exceed \$60,000.00 to provide Recovery Supports services to residents of Palm Beach County; and

WHEREAS, on September 13, 2022, the above named parties entered into a First Amendment to the Contract in an amount not to exceed \$60,000.00 for a total Contract amount of \$120,000.00; and

WHEREAS, the need exists to amend the Contract to extend the term of the Contract, to update ARTICLE 3 – SCHEDULE and ARTICLE 4 – PAYMENTS TO AGENCY; revise ARTICLE 16 – PROGRAMMATIC REQUIREMENTS to replace section 21 and add a new Section 29; replace Exhibit A with Exhibit A-1; and replace Exhibit B-1 with Exhibit B-2.

NOW THEREFORE, the COUNTY and the AGENCY mutually agree that the Contract entered into on October 19, 2021 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' Contract.
- II. The first two paragraphs of ARTICLE 3 SCHEDULE are amended to read as follows:

The term of this Contract shall be for one (1) year, starting October 1, 2021 (initial term) and will automatically renew for three (3) additional one (1)-year term(s) (renewal term), unless either party notifies the other prior to the expiration of the initial term or any renewal term of its intent not to renew in accordance with the time parameters stated herein.

Quarterly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A-1**, **EXHIBIT B-2** and **ARTICLE 16**.

III. The first three paragraphs in ARTICLE 4 – <u>PAYMENTS TO AGENCY</u> are amended to read as follows:

The total amount to be paid by the COUNTY under this Contract for services and materials shall

not exceed a total Contract amount of <u>TWO HUNDRED FORTY THOUSAND DOLLARS</u> <u>AND ZERO CENTS</u> (\$240,000.00) over a four-year period of which <u>SIXTY THOUSAND DOLLARS AND ZERO CENTS</u> (\$60,000.00) is budgeted in Fiscal Year 2022, <u>SIXTY THOUSAND DOLLARS AND ZERO CENTS</u> (\$60,000.00) is budgeted in Fiscal Year 2023, with an anticipated annual allocation of <u>SIXTY THOUSAND DOLLARS AND ZERO CENTS</u> (\$60,000.00) to be budgeted in each subsequent fiscal year for the term of this Contract.

The AGENCY will bill the COUNTY on a quarterly basis, or as otherwise provided, at the amounts set forth in **EXHIBIT B-2** for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

The program and unit cost definitions for this CONTRACT are set forth in **EXHIBIT B-2**. All requests for payments of this CONTRACT shall include an original cover memo on AGENCY letterhead signed by the Chief Executive Officer, Chief Financial Officer, or their designee.

- IV. A new EXHIBIT A-1 SCOPE OF WORK, attached hereto and incorporated herein by reference, shall replace EXHIBIT A SCOPE OF WORK, in its entirety.
- V. A new **EXHIBIT B-2 PAYMENT SCHEDULE**, attached hereto and incorporated herein by reference, shall replace **EXHIBIT B-1 PAYMENT SCHEDULE**, in its entirety.
- VI. ARTICLE 16 PROGRAMMATIC REQUIREMENTS, Section 20 is amended to read as follows:
 - 20. AGENCY may provide Key Personnel appropriate training according to their staff qualifications, in compliance with Section 760.10, Florida Statutes, as may be amended, including but not limited to:
 - a. Racial Equity Training;
 - b. Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), Motivational Interviewing training;
 - c. Cultural Competency training; and
 - d. Lesbian, Gay, Bi-Sexual, Transgender, Questioning (LGBTQ) Cultural Competency.

Agency can obtain a list of training resources on the FAA webpage.

- VII. A new Section 26 is added to ARTICLE 16 PROGRAMMATIC REQUIREMENTS, as follows:
 - 29. AGENCY will be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training will be in place within ninety (90) days of the execution of this Contract, and will include, at a minimum:
 - a. A testing component that will test at intervals throughout the year for all employees that

- serve Palm Beach County, regardless of funding source for their position; and
- b. A tracking component so that AGENCY or the County can verify employee compliance. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this Contract verifying that a cyber security training is in place for all employees that serve Palm Beach County.
- VIII. All other provisions of the Contract not modified in this Second Amendment remain in full force and effect.

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	PALM BEACH COUNTY, FLORIDA, A Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS				
BY Deputy Clerk	BYGregg K. Weiss, Mayor				
	AGENCY:				
	FLORIDA ASSOCIATION OF RECOVERY RESIDENCES, Inc.				
	BY: Docusigned by: Heidi Matheny 2EDAGENCY'S Signatory Name				
	Heidi Matheny AGENCY'S Signatory Name Typed				
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS				
Assistant County Attorney —os HH	Taruna Malliotra 145054101F1049C Malhotra, Assistant Director ©ommunity Services Department TM				

FY 2022 - FY 2025 AD VALOREM SCOPE OF WORK

Agency Name:

Florida Association of Recovery Residences, Inc.

Program Name: Recovery Capital Initiative

Location: Service:

Palm Beach County Recovery Supports

Funding:

Opioid Response

1. Scope of Work:

A. Project description

For the purposes of this CONTRACT, the Recovery Capital Initiative seeks to educate and train Florida Association of Recovery Residences (FARR) Palm Beach County based certified recovery residences regarding Recovery Capital Index® (RCI). The RCI is the person-centered and scientifically validated survey instrument required and deployed by Palm Beach County as an outcomes measurement of an individual's overall health and wellness particularly as it related to recovery from substance use disorder.

FARR currently has 103 housing providers certified statewide, representing 1,492 locations and 6,384 beds. Palm Beach County accounts for 51 of the statewide recovery residence programs (49.5 percent), representing 635 locations (42.5 percent) and 2,712 beds (42.5 percent). Given this significant presence, the County has an interest in requiring and deploying RCI in the County's recovery residence environment in order to appropriately measuring long-term recovery outcomes in this environment and enhance understanding of person-centered Recovery-Oriented System of Care (ROSC). As such, an aim of the project is to build recovery capital capacity within FARR certified recovery residences in Palm Beach County. The intent is to foster an environment that maximizes a resident's opportunity to achieve long-term recovery through education, monitoring and measuring outcomes.

Additionally, ensuring housing stability, a key predictor to achieving long-term recovery outcomes, and adequate Medication Assisted Recovery/Medication Assisted Treatment (MAR/MAT) housing capacity are of keen interest to the County. Thus, other aims of the project are to ensure that recovery residences certified in the county are rigorously monitored in order to provide stable housing environments and to increase MAR/MAT housing capacity.

B. Priority Population: Residents of FARR certified housing programs in Palm Beach County.

C. Required Deliverables

The AGENCY, through the Recovery Capital Initiative, shall provide the following deliverables:

- I. Increase Medication Assisted Recovery/Medication Assisted Treatment (MAR/MAT) bed capacity by:
 - 1. Revising, maintaining and distributing one (1) web-based initiative-related educational tool.
 - 2. Conducting two (2) web-based and/or in-person educational sessions, on a semi-annual basis related to MAR/MAT, which may be combined with web-based and/or in-person Recovery-Oriented System of Care and RCI educational sessions described below.
 - 3. Revising and distributing a white paper consistent with the Office of Behavioral Health and Substance Use Disorders (OBHSUD) body of work on these topics and provide education on best practices for MAR/MAT to FARR Certified residences' owners, directors and staff.
- II. Increase FARR Certified residences' owners, directors, and staffs' understanding of a person-centered Recovery-Oriented System of Care (ROSC) and increase their participation in the county's deployment of the RCI to measure overall recovery wellness, including but not limited to the following actions:
 - 1. Revise, maintain and distribute one (1) web-based initiative-related education tool.
 - 2. Conduct four (4) web-based and/or in-person ROSC and RCI educational sessions, on a quarterly basis.
 - 3. Collaborate with *CommonlyWell* (RCI Vendor) to support build-up and contribute data for the RCI Dashboard.
 - 4. Provide, offer and encourage the use of the RCI tool for all FARR Certified Recovery Residences that are located and/or based in Palm Beach County. Refrain from using any other recovery capital survey instruments with FARR Certified Recovery Residences that are located and/or based in Palm Beach County.
- III. Ensure compliance with National Association of Recovery Residence (NARR) standards of best practices and Florida recovery residence statutes by:
 - 1. Provide monthly complaint resolution and compliance reports to Palm Beach County.

FY 2022-2025 AD VALOREM UNITS OF SERVICE RATE AND DEFINITION

Agency Name: Florida Association of Recovery Residences, Inc. (FARR)

Program Name: Recovery Capital Initiative

Description	Unit Cost	Total FY 2022	Total FY 2023	Total FY 2024	Total FY 2025	Total 4 Year Contract Amount
A monthly report must be submitted along with the invoice and signed cover letter that includes, but is not limited to the following: Progress updates on RCI developments, education/trainings, white paper on best practices for Medication Assisted Recovery (MAR)/Medication Assisted Treatment (MAT), and activities with dates, number of participants, and the name of facilitators.	Actual Cost*	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$240,000.00

^{*}Expenses will be reimbursed based on actual costs, as evidenced by agency general ledgers or other proof of payments.

Unit Cost expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this Contract, and reasonably incurred by AGENCY directly in connection with AGENCY'S performance of its duties and Scope of Work pursuant to this Contract. AGENCY will sustain the program for the full Contract period regardless of the rate of expenditure of above funds.

The AGENCY is allowed to expend funds for initial Non-Profits First certification or for the annual renewal fee every year of the Contract. If this option is exercised by the AGENCY funding will be taken from the approved budget.

Print Date 8/25/2023 10:19:48 AM



Palm Beach County **Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy#	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00001272	Florida Association Of Rehab Facilities, inc		Campliant					300570	REFUSE CONTAINER COLLECTION SERVICES AT COUNTY OWNED PARK
		A+p, XII	AmGUARD Insurance Company	C2GP302527	10/1/2022	10/1/2023	Auto Liability		
		A+p,XII	AmGUARD Insurance Company	C3GP301496	10/1/2022	10/1/2023	Excess Liability		
		A+p,XII	AmGUARD Insurance Company	C1GP303453	10/1/2022	10/1/2023	General Liability		
		A÷r, ΙΧ	Bridgefield Casualty Insurance Company	19653743	10/14/2022	10/14/2023	Workers Comp		

Risk Profile :

Standard - General Services

Required Additional Insured: Palm Beach County Board of County Commissioners

Ownership Entity: