

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 19, 2023 [X] Consent [ ] Regular  
[ ] Workshop [ ] Public Hearing

Department: Fire Rescue

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) **Ratify** a First Amendment to Letter of Understanding (LOU) dated November 15, 2022 (R2022-1404) with the Treasure Coast Health Council, Inc., dba Health Council of Southeast Florida, increasing the contract amount by an additional \$25,000 for a total of \$425,000; and extending the amount of days the County has to submit the final invoice.
- B) **Approve** a Budget Amendment of \$25,000 within the Fire/Rescue MSTU Fund to recognize the additional funds.

**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 LOU, Palm Beach County Fire Rescue has been receiving funding for an existing unfunded 20 hour week on-call social worker, expanded hours for existing Community Paramedics, telehealth and field based intervention to support opioid-related prevention components of the OD2A cooperative agreement on a cost reimbursement basis up to \$400,000, with no County match required. This amendment will increase that amount to \$425,000. Fire Rescue was only recently made aware of the additional available funding, and the amendment of the LOU and the expenditure of the funds must be completed before the ending date of services on August 31, 2023. Therefore, the Mayor signed the amendment prior to full Board approval, pursuant to the emergency grant process set forth in Section 309.00 of the Palm Beach County Administrative Code. **Countywide (SB)**

**Background and Justification:** The funds will allow Fire Rescue to continue 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. First Amendment
- 2. Budget Amendment
- 3. Approval Memo

Recommended by: [Signature] 8-25-2023  
Assistant Fire Chief Date

Approved by: [Signature] 8-25-2023  
Fire Rescue Administrator Date

Approved by: [Signature] 8/28/2023  
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	<u>25,000</u>	_____	_____	_____	_____
External Revenues	<u>(25,000)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>0</u>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u>0</u>	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X  
 Does this item include the use of federal funds Yes \_\_\_\_\_ No X

Budget Account No.: Fund 1300 Dept 440 Unit 4316 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	\$25,000
Health Council of Southeast Florida	1300-440-4316-6943	<u>(\$25,000)</u>
	Total project cost	\$0

C. Departmental Fiscal Review: *Samir Magienuski 8/24*

**III. REVIEW COMMENTS**

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

<p><u><i>ASD</i></u> 8/29/23                  OFMB <u><i>CA</i></u> 8/29                  \$ 8129 <u><i>APF 8/29</i></u></p>	<p><u><i>A. S. Sawley</i></u> 9/17/23                  Contract Dev. and Control  <u><i>PAK</i></u> 9/16/23</p>
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**B. Legal Sufficiency**

*Re Ben* 8/25/23  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

**Attachment 1**  
**First Amendment**

**CONSULTING AND PROFESSIONAL SERVICES**  
**First Amendment to the 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) 616-7021

**Fax:**

**Email:** [lmagierowski@pbcgov.org](mailto:lmagierowski@pbcgov.org)

**Type of Contractor:** Individual    Sole Proprietorship    Corporation    Government

**Beginning/Ending Dates of Service:** 9/1/22 – 8/31/23

Retroactive to July 1, 2023, the original agreement executed on 11/15/2022 (R2022-1404) between the Health Council of Southeast Florida (HCSEF) and the independent contractor is hereby modified to increase the expansion contract amount by \$25,000.00 for a total contract amount of \$425,000.00. Also, this amendment changes section 5. **Final Invoice** of the language required by the state section to:

**Contractors Agrees**

5. **Final Invoice:** To submit the final invoice for payment to the Health Council no more than 20 days after the contract ends or is terminated. If Contractor fails to do so, all right to payment is forfeited and the Health Council will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all deliverables and any necessary adjustments have been approved by the Health Council.

\*

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:  \_\_\_\_\_  
Andrea Stephenson (Aug 24, 2023 21:34 EDT)

Name: Andrea Stephenson Royster

Title: Chief Executive Officer –Authorized Representative

Date: Aug 24, 2023

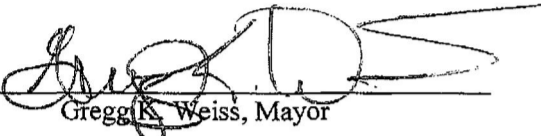
- Except as modified by this 1<sup>st</sup> Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof.

Independent Contractor:

**ATTEST:**  
**Joseph Abruzzo,**  
**Clerk & Comptroller**

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

By: \_\_\_\_\_  
Deputy Clerk

By:   
Gregg K. Weiss, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND  
CONDITIONS**

By:   
County Attorney

By:   
Fire Rescuer

**CONSULTING AND PROFESSIONAL SERVICES**  
**First Amendment to the Letter of Understanding**  
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**Fax:**

**Email:** [lmagierowski@pbcgov.org](mailto:lmagierowski@pbcgov.org)

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Name: Andrea Stephenson Royster

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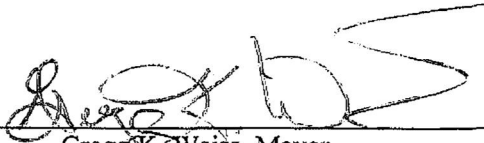
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Independent Contractor:

**ATTEST:**  
**Joseph Abruzzo,**  
**Clerk & Comptroller**

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

By: \_\_\_\_\_  
Deputy Clerk

By:   
Gregg K. Weiss, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND  
CONDITIONS**

By:   
County Attorney

By:   
Fire Rescue

23-0906

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

BGRV 440 082323\*568  
BGEX 440 082323\*1736

Fund 1300 - FIRE/RESCUE MSTU

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED As of 08/23/2023	REMAINING BALANCE
<b><u>REVENUES</u></b>								
1300-440-4316-6943	Reimbursed Expenses-Other	0	400,000	25,000	0	425,000		
<b>Total Receipts and Balances</b>		<b>566,374,681</b>	<b>562,741,728</b>	<b>25,000</b>	<b>0</b>	<b>562,766,728</b>		
<b><u>EXPENDITURES</u></b>								
1300-440-4316-1301	Salaries & Wages Non-Frs. Employees	0	29,843	2,000	0	31,843	26,677	5,166
1300-440-4316-1401	Salaries & Wages Overtime	0	240,351	18,500	0	258,851	252,220	6,631
1300-440-4316-2101	Fica-Taxes	0	16,752	1,000	0	17,752	17,292	460
1300-440-4316-2105	Fica Medicare	0	3,918	1,000	0	4,918	4,044	874
1300-440-4316-2201	Retirement Contributions-FRS	0	66,890	5,000	0	71,890	70,254	1,636
1300-440-4316-3101	Professional Services - Other	0	4,000	0	2,500	1,500	0	1,500
<b>Total Appropriations &amp; Expenditures</b>		<b>566,374,681</b>	<b>562,741,728</b>	<b>27,500</b>	<b>2,500</b>	<b>562,766,728</b>		

Signatures & Dates

By Board of County Commissioners  
At Meeting of 09/19/2023

Office of Financial Management & Budget  
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

*Lauren Magierowski A.*

*ASD* 8/29/23

03/20/2019 09:48:19 AM Version: 12.10  
C:\C:\Users\ECM\Documents\CP\MFL\Comptroller\Magierowski\_A\_Encl\BGRV440230919.docx  
Printed on 09/19/2023  
Location: Palm Beach, FL  
Date: 2023/09/19 17:38:14 EDT  
Printed From: Version: 12.10

Deputy Clerk to the  
Board of County Commissioners



**Attachment 3**  
**Approval Memo and Attachments**

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**Fire Rescue**  
 Chief Patrick J. Kennedy  
 405 Fike Road  
 West Palm Beach, FL 33411  
 (561) 616-7000  
 www.ptbcgov.com

**Palm Beach County  
 Board of County  
 Commissioners**

- Gregg K. Weiss, Mayor
- Maria Sachs, Vice Mayor
- Maria G. Marino
- Michael A. Barnett
- Marci Woodward
- Sara Baxter
- Mack Bernard

**County Administrator**  
 Verdenia C. Baker

"An Equal Opportunity  
 Affirmative Action Employer"

Official Electronic Letterhead

**TO:** Honorable Gregg K. Weiss, Mayor  
 and Board of County Commissioners

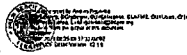
**FROM:** Patrick J. Kennedy, Fire Rescue Administrator *PK*  
 Palm Beach County Fire Rescue

**DATE:** August 24, 2023

**RE:** **Opioid Data to Action (OD2A) additional funding**

Pursuant to Section 309.00 of the Palm Beach County Administrative Code, your signature is required for Fire Rescue's agreement modification to the Opioid Data to Action (OD2A) Letter of Understanding (LOU) dated November 15, 2022 (R2022-1404) (First Amendment attached). Fire Rescue is applying for an additional \$25,000 in funding and an extension of the amount of days the County has to submit the final invoice. The amendment of the LOU and the expenditure of the funds must be completed before the ending date of services on August 31, 2023. The Letter of Understanding (R2022-1404) is also attached for your reference.

Fire Rescue was recently made aware of additional available funding and is requesting an additional \$25,000 with no required County match. This OD2A additional request will provide additional funding for an existing unfunded 20-hour week on-call social worker, expanded hours for existing Community Paramedics, telehealth and field based intervention to support opioid-related prevention components of the OD2A cooperative agreement. In accordance with Section 309.00 of the Palm Beach County Administrative Code, staff will submit this item for ratification on the Board's September 19<sup>th</sup>, 2023 County Commission Agenda.

Reviewed by: *[Signature]* 8/25/23 **Andres Figuera**   
 County Attorney Date OFMB Date

Approved by: *[Signature]* 8/28/2023  
 Reginald Duren, Assistant County Administrator Date

Approved by: *[Signature]* 8/25/23  
 Gregg K. Weiss, Mayor Date

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	November 15, 2022	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing
Department:	Fire Rescue		

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to:

- A) **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 October 1, 2022 through August 31, 2023 with a cost reimbursement not-to-exceed amount of \$400,000; and
- B) **Approve** a Budget Amendment of \$400,000 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 OD2A cooperative agreement awarded to the Florida Department of Health Palm Beach County. Under the Letter of Understanding, Palm Beach County Fire Rescue (PBCFR) will receive funding for an existing unfunded 20-hour week on-call social worker, expanded hours for existing Community Paramedics, telehealth and field based intervention to support opioid-related prevention components of the OD2A cooperative agreement on a cost reimbursement basis up to \$400,000. This funding will allow PBCFR's Mobile Integrated Health team to expand services to the community for opioid related prevention and outreach. Countywide (SB)

**Background and Justification:** The funds will allow PBCFR to continue 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, 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

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Recommended by: [Signature] 10-26-22  
Assistant Fire Chief Date

Approved by: [Signature] 10-26-22  
Fire Rescue Administrator Date

Approved by: [Signature] 10/26/2022  
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	400,000	_____	_____	_____	_____
External Revenues	(400,000)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>0</u>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u>0</u>	_____	_____	_____	_____

Is item included in Proposed Budget? Yes \_\_\_ No X  
 Does this item include the use of federal funds Yes \_\_\_ No X

Budget Account No.: Fund \_\_\_ Dept \_\_\_ Unit \_\_\_  
 Revenue Source \_\_\_/Object \_\_\_

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

<u>Fire/Rescue MSTU Fund</u>			
Health Council of Southeast Florida	1300-440-4316-various		\$400,000
Health Council of Southeast Florida	1300-440-4316-6943		<u>(\$400,000)</u>
	Total project cost		\$0

C. Departmental Fiscal Review: [Signature]

**III. REVIEW COMMENTS**

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

<u>[Signature]</u> 10/19/22	<u>[Signature]</u> 10/25/22
OFMB 1A 10114	Contract Development and Control

**B. Legal Sufficiency**

[Signature] 10/26/22  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

23- 0109

ATTACHMENT 2  
 BOARD OF COUNTY COMMISSIONERS  
 PALM BEACH COUNTY, FLORIDA  
 BUDGET AMENDMENT

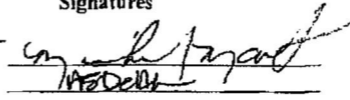
Page 1 of 1

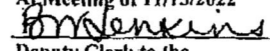
BGRV 440 - 101722-26  
 BGEX 440 - 101722-133

FUND 1300 - FIRE/RESCUE MSTU

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
<b>Receipts and Balances</b>								
1300-440-4316-6943	Reimbursed Expenses- Other	0	0	400.000	0	400.000		400.000
	Total Receipts and Balances	<u>566,374,681</u>	<u>566,374,681</u>	<u>400.000</u>	<u>0</u>	<u>566,774,681</u>		
<b>Appropriations &amp; Expenditures</b>								
1300-440-4316-1301	Salaries Wages Non-FRS	0	0	29,843	0	29,843		29,843
1300-440-4316-1401	Overtime	0	0	240,351	0	240,351		240,351
1300-440-4316-2101	Fica-Taxes	0	0	16,752	0	16,752		16,752
1300-440-4316-2105	Fica Medicare	0	0	3,918	0	3,918		3,918
1300-440-4316-2201	Retirement Contributions-Frs	0	0	66,890	0	66,890		66,890
1300-440-4316-2301	Insuranc Life & Health	0	0	38,246	0	38,246		38,246
1300-440-4316-3101	Professional Services	0	0	4,000	0	4,000		4,000
	Total Appropriations & Expenditures	<u>566,374,681</u>	<u>566,374,681</u>	<u>400.000</u>	<u>0</u>	<u>566,774,681</u>		

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

Signatures  
  
 Date  
 10/17/2022  
 6/19/2022

By Board of County Commissioners  
 At Meeting of 11/15/2022  
  
 Deputy Clerk to the  
 Board of County Commissioners

2022 1404

NOV 15 2022

**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:** 10/01/22 – 8/31/23

**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 provide Palm Beach County Fire Rescue staffing to include:
  - a. An average of 50 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 120 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 Community Paramedic(s) will serve an average of 40 patients utilizing a total of 50 paramedic staffing hours/week inclusive of the following:
  - a. Initial phone/in home intervention at 1 hour per patient for an average of 30 patients per week
  - b. Follow up phone/in home intervention at 1 hour per patient for an average of 10 patients per week
  - c. 1 hour of Patient Care Rounds per week

- d. 9 hours of Program Management tasks per week
- 4. Within 45 days of contract execution, the Medical Social Worker(s) will serve an average of 10 patients per week utilizing a total of 20 social worker staffing hours/week to include:
  - a. Patient Intervention & Assessment: 1 hour per patient average 10 patients per week.
  - b. Care Coordination Management & Patient Care Rounds: 1 hour per patient 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 PBCFR, by specific service or support activity
  - b. De-identified Demographic characteristics, as available
  - c. Number and % of PBCFR 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 PBCFR Addiction Program
  - 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 10<sup>th</sup> 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 \$200,000 for the 2022-23 budget and an additional \$200,000 for the 2022-2023 budget expansion.
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  
Patrick J. Kennedy  
Fire Rescue Administrator  
405 Pike Road  
West Palm Beach, FL 33411  
[PKennedy@pbcgov.org](mailto:PKennedy@pbcgov.org)

Health Council of Southeast Florida

Treasure Coast Health Council – OD2A LOU FY2023 / Page 3 of 9



Andrea Stephenson Royster  
Chief Executive Officer  
600 Sandtree Drive, Suite 101, Palm Beach Gardens FL 33403  
[astephenson@hcsef.org](mailto: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](mailto: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 and that it has registered with and uses 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.

**Contractor further agrees: (Language required by State of FL Department of Health)**

**1. Background Screening Requirements and Drug Screening Requirements:**

1. Background Screening Requirements: In the Department's sole and exclusive discretion, it may determine that background screening of some or all of Contractor's officers, agents, employees, subcontractors, or assignees, assigned to work under this contract is necessary (collectively individuals). In the event background screenings are required under this contract, Contractor agrees to the following:
  - a. Conduct background screenings in accordance with Chapter 435, Florida Statutes, using level 2 screening standards.
  - b. Provide the Department with a written attestation confirming that the individual has completed and cleared the level 2 background screening.
  - c. Not allow the individual to begin work under this contract until that individual has been cleared by the Department.
2. Drug Screening Requirements: Pursuant to section 112.0455, Florida Statutes if the Contractor's officers, agents, employees, subcontractors, or assignees (collectively individuals) are assigned to work in a Department designated Safety-Sensitive Class and/or Position, under this contract, then a drug test must be performed prior to the individual being allowed to start work under this contract. Individuals can be screened by the Contractor pursuant to its internal policies, which shall be deemed to satisfy the drug

screening requirements of this agreement. If an individual has already been screened by the Contractor, then a written attestation confirming that the individual has completed and cleared the drug screening must be submitted to the Department prior to contract execution. If an individual has not been drug screened, notify the Department immediately. No individual can begin work under this contract until they have been cleared by the Department.

2. **Civil Rights Requirements:** Contractor must comply with applicable provisions of the Department's publication titled, "Methods of Administration, Equal Opportunity in Service Delivery." A copy will be provided to the Contractor upon request.
3. **Independent Capacity of the Contractor**
  1. Contractor is an independent contractor and is solely liable for the performance of all tasks and deliverables contemplated by this contract.
  2. Except where Contractor is a state agency, Contractor, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Contractor will not represent to others that it has the authority to bind the Department unless specifically authorized to do so.
  3. Except where Contractor is a state agency, Contractor, its officers, agents, employees, subcontractors, or assignees are not entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.
  4. Contractor agrees to take such actions as may be necessary to ensure that each subcontractor of Contractor understand they are independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the state of Florida.
  5. Unless justified by Contractor and agreed to by the Department in Attachment I, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Contractor, or its subcontractor or assignee.
  6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for Contractor, Contractor's officers, employees, agents, subcontractors, or assignees will be the responsibility of Contractor.
4. **Sponsorship:** As required by section 286.25, Florida Statutes, if Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it will, in publicizing, advertising, or describing the sponsorship of the program, state: "*Sponsored by (Contractor's name) and the State of Florida, Department of Health.*" If the sponsorship reference is in written material, the words "*State of Florida, Department of Health*" will appear in at least the same size letters or type as Contractor's name.
5. **Final Invoice.** To submit the final invoice for payment to the Health Council no more than 15 days after the contract ends or is terminated. If Contractor fails to do so, all right to payment is forfeited and the Health Council will not honor any requests submitted after the aforesaid time period. Any payments due under the terms of this contract may be withheld until all deliverables and any necessary adjustments have been approved by the Health Council.

6. **Use of Funds for Lobbying Prohibited:** Comply with the provisions of sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.
7. **Public Entity Crime, Discriminatory Vendor, and Scrutinized Companies**
  1. **Public Entity Crime:** Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he or she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
  2. **Discriminatory Vendor:** Pursuant to section 287.134, Florida Statutes, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the Department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he or she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.
  3. **Scrutinized Companies:** Contractor, if applicable, must comply with the provisions of section 287.135, Florida Statutes as follows:
    - a. If Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, that it is not on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, or that has been engaged in business operations in Cuba or Syria, this contract may be terminated at the option of the Department.
    - b. If Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel this contract may be terminated at the option of the Department.
8. **Patents, Copyrights, and Royalties**
  1. Any inventions or discoveries developed in the course of or as a result of services performed under this contract which are patentable pursuant to 35 U.S.C. section 101, are the sole property of the state of Florida. Contractor must inform the Department of any inventions or discoveries developed in connection with this contract and will be referred to the Department of State for a determination on whether patent protection will be sought for the invention or discovery. The state of Florida will be the sole owner of all patents resulting from any invention or discovery made in connection with this contract.
  2. Contractor must notify the Department of State of any books, manuals, films, or other copyrightable works developed in connection with this contract. Any and all copyrights accruing under or in connection with the performance of this contract are the sole property of the state of Florida.
  3. Contractor, without exception, will indemnify and save harmless the state of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by

Contractor. Contractor has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The state of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, Contractor may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If Contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices will include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. NOTE: This section is not applicable to contracts executed with state agencies or subdivisions, as defined in section 768.28, Florida Statutes.

9. **Construction or Renovation of Facilities Using State Funds:** Any state funds provided for the purchase of or improvements to real property are contingent upon Contractor granting to the state a security interest in the property at least to the amount of the state funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, Contractor agrees that, if it disposes of the property before the state's interest is vacated, Contractor will refund the proportionate share of the state's initial investment, as adjusted by depreciation or appreciation.
10. **Information Security and Confidentiality of Data, Files, and Records:** Contractor must maintain confidentiality of all data, files, and records, including client records, related to the services or commodities provided pursuant to this purchase order in accordance with applicable state and federal laws, rules, and regulations and any department program-specific supplemental protocols, which are incorporated herein by reference and the receipt of which is acknowledged by the Contractor upon execution of this Contract, including any amendments. Contractor agrees to restrict the use and disclosure of confidential United States Department of Agriculture (USDA), WIC applicant and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii), as applicable. The Department will provide any department program-specific supplemental protocols to the Contractor. Contractor is required to have written policies and procedures ensuring the protection and confidentiality of Protected Health Information. The Department reserves the right to update any department program-specific supplemental protocols throughout the term of this Contract, and the Contractor agrees that it will continue to comply with all protocols, as updated and supplement, throughout the duration of this Contract. Contractor must comply with any applicable professional standards of practice with respect to confidentiality of information. The State of Florida requires that all data generated, used, or stored by the Contractor pursuant to this Contract reside and remain in the U.S. and not be transferred outside of the U.S.

[Remainder of page left blank intentionally]

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: [Signature]

Name: Andrea Stephenson Royster

Title: Chief Executive Officer –Authorized Representative

Date: September 28, 2022

Independent Contractor:

REC-22 140A NOV 15 2022  
PALM BEACH COUNTY, FLORIDA BY ITS  
BOARD OF COUNTY COMMISSIONERS

ATTEST:  
JOSEPH ABRUZZO,  
Clerk of the Circuit  
Court & Comptroller

By: [Signature]  
Deputy Clerk

By: [Signature]  
Robert S. Weinroth Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: [Signature]  
County Attorney

By: [Signature]  
Fire Rescue