

FIRST AMENDMENT 1

FIRST AMENDMENT TO CONTRACT FOR PROVISION OF SERVICES

THIS FIRST AMENDMENT TO CONTRACT FOR PROVISION OF SERVICES dated March 22, 2022, (R2022-0233), 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 Palm Healthcare Foundation, 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 59-2391119.

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 an Contract, (R2022-0233) (the Contract), in an amount not to exceed \$200,000 to provide logistical support to the Behavioral Health and Substance Use Disorder Steering Committee and to engage community members and content area experts to identify policy matters impacting behavioral health, brain health, integrated pediatric care, and adult and children’s system of care through outreach, organizing, and convening community and system stakeholders and working alongside experts in the field seeking solutions; and

WHEREAS, the need exists to amend the Contract, to update **ARTICLE 3 – SCHEDULE; ARTICLE 4 - PAYMENTS TO AGENCY;** replace **EXHIBIT A – SCOPE OF WORK;** and **EXHIBIT B – PAYMENT SCHEDULE.**

NOW THEREFORE, the COUNTY and the AGENCY mutually agree that the Contract entered into on March 22, 2022 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. **ARTICLE 3 – SCHEDULE** shall be replaced in its entirety with the following:

The term of this Contract shall be for three years, starting October 1, 2021 (initial term), and will end September 30, 2024. Quarterly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A1, EXHIBIT B1, and ARTICLE 16.**

The parties shall amend this Contract if there is a change to the scope of work, funding, and/or federal, state, and local laws or policies affecting this Contract.

III. The first three paragraphs of **ARTICLE 4 – PAYMENTS TO AGENCY** shall be replaced in their entirety with the following:

The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total Contract amount of **FOUR HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$400,000.00) OVER A THREE-YEAR PERIOD, OF WHICH ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (100,000.00) IS BUDGETED**

FOR FISCAL YEAR 2022, ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$175,000.00) IS BUDGETED FOR FISCAL YEAR 2023 WITH AN ANTICIPATED ANNUAL ALLOCATION OF ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$125,000.00) 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 – B1** 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 year are set forth in **EXHIBIT – B1**. 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 A1 – SCOPE OF WORK**, attached hereto, shall replace **EXHIBIT A – SCOPE OF WORK** in its entirety.
- V. A new **EXHIBIT B1 – PAYMENT SCHEDULE**, attached hereto, shall replace **EXHIBIT B – PAYMENT SCHEDULE** in its entirety.
- VI. All other provisions of the Contract not modified in this First 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 First 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

BY _____
Gregg K. Weiss, Mayor

AGENCY:

**Palm Healthcare Foundation, Inc.
AGENCY'S Name Typed**

DocuSigned by:
Patrick McNamara
7744E0D70AB040A

AGENCY'S Signatory Name

**Patrick McNamara
AGENCY'S Signatory Name Typed**

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

DocuSigned by:
Helene C. Hoizd
BF3BF2009203443...

Assistant County Attorney

DocuSigned by:
Taruna Malhotra
1459E4101F1049C...

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

**FY 2022 – FY 2024 AD VALOREM
SCOPE OF WORK**

Agency Name: Palm Healthcare Foundation, Inc.
Project Name: BeWellPBC Wellness and Recovery Initiative
Program Category: Opioid Response Initiative
Location: Palm Beach County-Countywide
Funding Priority: Opioid Response

I. Scope of Work:

A. Project description

For the purposes of this Contract, Palm Healthcare Foundation, Inc., (AGENCY), will serve as the fiscal agent for BeWellPBC to implement the Wellness and Recovery Initiative, which seeks to leverage existing resources and efforts to improve Palm Beach County's behavioral health system of care while also providing platforms for growing support and partnership for community-wide health and wellness. The Palm Beach County Board of County Commissioners has identified behavioral health and substance use disorder as a strategic priority with the goal of establishing a person-centered, recovery-oriented system of care that is integrated and readily accessible.

Palm Beach County has an interest in engaging important strategic partners in achieving this and related aims. The AGENCY is a leader in behavioral health and in honoring community voice and choice by engaging individuals with lived and learned experience to transform behavioral health and wellness and advance the County's system of care's work forward.

An aim of the Wellness and Recovery Initiative is to engage community members and subject matter experts to identify policy issues impacting behavioral health, co-occurring and substance use disorder, as well as investigate emerging practices and trends in behavioral health, brain health, integrated health care, and adult and children's system of care. This will be achieved through outreach, organizing, and convening of community and system stakeholders and also by working alongside experts in the field seeking solutions. BeWellPBC and partners have been working closely with national thought leaders, ReThink Health, an initiative of the Rippel Foundation, to explore what it takes to reallocate resources and shift investments to create a system for behavioral health and well-being that supports resident to thrive. The findings thus far have been shared nationally and the project continues with recent invitations to additional key local stakeholders to participate in the work.

The Wellness and Recovery Initiative also aims to develop and/or enhance programs that will educate, train and engage community members about mental health, opioid misuse, co-occurring and other substance use disorders and recovery from such disorders. Priority goals include but are not limited to: building wellness and recovery leadership capacity; creating shifts in individual and community attitudes and norms that will reduce stigma related to mental health, opioid use disorder, co-occurring and other

substance use disorders; and, both engage and empower potential leaders to support and build capacity within and among impacted family members, allies and others with aligned interests.

Closely aligned to the aims of the Wellness and Recovery Initiative is the development and assessment of quality measures and indicators of the Health and Human Services Element which focuses on the overall quality of Palm Beach County's system of care. The Board of County Commissioners (BCC) authorized the Mission of the Citizens Advisory Committee (CAC) on Health and Human Services via Resolution R-2013-1563, which is *"to assist the BCC in the assessment of need, planning, implementation and evaluation of a System of Care, as defined within the Health and Human Services Element of the Palm Beach County Comprehensive Plan."* To this aim, Palm Beach County's System of Care needs to be evaluated within each system and domain before alignment and strategic allocations of resources can be made. The AGENCY will secure a consultant to undertake such an assessment with an equitable focus on vulnerable populations that will include: identification of a lead entity or individual; meetings with Backbone Agencies; determination of if an existing committee could work with an identified lead entity or individual; and commit to a long term process that will facilitate building of infrastructure.

B. Required Deliverables

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

- I. Increase understanding of and support for research and policy impacting behavioral health and substance use disorders' systems of care amongst community members, individuals with lived and learned experience, health systems and the provider community.
 - a. Develop and disseminate two (2) communication-related materials (briefs, reports, articles, blogs, fact sheets, charts, graphs, social media, and other community communications) addressing policy gaps and needed research impacting behavioral health and substance use disorder systems of care.
 - b. Develop and host one (1) web-based and/or in-person event to engage community stakeholders and obtain input and feedback on system functionality.
- II. Offer Wellness and Recovery Initiative strategies which engages community members and persons in recovery from mental illness and/or substance use disorder and allies to increase knowledge and ability to educate and motivate others to lead peers colleagues and potential leaders. The key elements addressed shall include, but not be limited to:

- Design Envelope ID: 5D75C00E-50E2-44E9-9770-100000000000
- a. The core principles of Wellness and Recovery.
 - b. The federal Substance Abuse and Mental Health Services Administration's (SAMHSA's) working definitions of recovery and recovery-oriented systems of care.
 - c. Recovery capital and the Recovery Capital Index.
 - d. One forum, with topics on wellness and recovery more broadly and family member involvement.
 - e. Three (3) in-person, webinar, or hybrid trainings aimed at improving County residents wellness and recovery as well as their advocacy and leadership skills.
 - f. Development of a wellness and recovery portal/webpage.
 - g. The Wellness and Recovery Initiative and related components shall be developed in collaboration with the County's Recovery Community Organization and allied Recovery Community Center Network and align with the Palm Beach County Advisory Committee on Behavioral Health, Substance Use, and Co-Occurring Disorders Master Plan Update, 2022.
 - h. Pre- and post-evaluations and other validated means to determine outcomes and successes of the Initiative.
 - i. A variety of strategies to execute the Initiative requirements shall be utilized to include but not be limited to: existing resources; newly developed resources and collateral (i.e. print, media); web-based activities; virtual, in-person or hybrid trainings, groups and/or meetings.
 - j. The Initiative's materials shall indicate that it is made possible through funding provided by the "Palm Beach County Community Services Department".
- III. The AGENCY shall attend the Palm Beach County Advisory Committee on Behavioral Health, Substance Use and Co-occurring Disorders meetings.
- IV. The AGENCY shall engage a minimum of five hundred (500) unduplicated individuals, as defined in Section II above, in Wellness and Recovery Initiative activities.
- V. The AGENCY will assist consultant responsible for conducting the system of care evaluation by facilitating connections with other

Backbone Organizations and participate and provide support to the development of the plan.

REQUIRED OUTCOMES

Outcome	Participants will demonstrate increased knowledge in the skill-building areas offered through the Wellness and Recovery Initiative events.
Indicator	80% of Participants will demonstrate increased knowledge from the Wellness and Recovery events and/or stand-alone elements using pre and post assessments.

**FY 2022 – FY 2024 AD VALOREM
PAYMENT SCHEDULE**

Agency Name: Palm Health Foundation, Inc.
Project Name: BeWellPBC Wellness and Recovery Initiative
Program Category: Opioid Response Initiative
Location: Palm Beach County-Countywide
Funding Priority: Opioid Response
Funding Cycle: October 1, 2021 – September 30, 2024

The scope of work to be completed by AGENCY, as defined in **EXHIBIT A-1**, consists of specific completion of the services as expressly indicated below. Quarterly reports shall be included with all end of quarter invoices. Compensation for the work tasks stated herein shall be in accordance with the following schedule of payments:

Service Deliverables	Unit Description:	FY 2022	FY 2023	FY 2024	Contract Total
A quarterly narrative must be submitted along with each end of quarter invoice, that includes but is not limited to: progress related to community engagement activities; wellness and recovery strategies; pre and post assessment summaries from events, and research and policy activities as evidenced by meeting type, agendas, and sign-in sheets.	Actual Cost*	\$100,000	\$125,000	\$125,000	\$400,000

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



**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
DX00001709	Palm Healthcare Foundation, Inc.		Compliant with Waived Deficiencies					087-01	Palm Healthcare Foundation, Inc
		Ag, IX	Alliance of Nonprofits for Insurance, Risk Retenti	202264444UMB	7/1/2022	7/1/2023	Excess Liability		
		Ag, IX	Alliance of Nonprofits for Insurance, Risk Retenti	202264444	7/1/2022	7/1/2023	General Liability		
		Ap, X	Zenith Insurance Company	Z072821409	8/16/2022	8/16/2023	Workers Comp		

Risk Profile : Standard - Professional Services
Required Additional Insured : Palm Beach County Board of County Commisioners
Ownership Entity :

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