Agenda Item #:3E-7

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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|--|---|-----------|----------------------|------------|--|--|--|--|--|
| Meeting Date: Department | December 15, 2020 | [X] [] | Consent Ordinance | [] [] | Regular Public Hearing | | | | |
| Submitted By: Submitted For | | | | | | | | | |
| | | | | | | | | | |

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 2 to Interlocal Agreement between the Health Care District of Palm Beach County (HCD) and Palm Beach County (the Board) (R2019-0153), relating to the Addiction Stabilization Center (ASC), to exercise the first renewal option for the period October 1, 2020, through September 30, 2021, in an annual amount not-to-exceed \$1,000,000.

Summary: On January 15, 2019, the Board approved an Interlocal Agreement with HCD for the establishment of an ASC. The agreement was amended on December 17, 2019 to change the effective date to October 1, 2019. The ASC opened in October of 2019 at the JFK Medical Center North with a purpose to address the immediate and critical care of individuals experiencing medical emergencies due to opioid or other substance use disorders. It provides a central location with an emergency room component that allows for lifesaving overdose intervention and a behavioral health component which includes immediate psychiatric identification for the best treatments to assist patients in addressing their addiction moving forward. HCD opened an additional Medication Assisted Treatment (MAT) outpatient clinic, which is located on the property. The MAT outpatient clinic also provides immediate stabilization when needed and assessment to best identify treatment pathways. In FY 2020, the ASC handled 1,142 cases, of which 837 cases were emergency room visits and 305 cases were non-emergency visits. The amendment is necessary to align the terms of this agreement with the term of the separate agreement between HCD and JFK Medical Center Limited Partnership, d/b/a JFK Medical Center North Campus (JFK) concerning operation and financial assistance for the ASC. Countywide (HH)

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

Attachments: Amendment No. 2 to the Interlocal Agreement with HCD

| Recommended By: | | 12/1/2020 |
|-----------------|--------------------------------|-----------|
| | Department Director | Date |
| Approved By: | Hancy L. Belon | 12/8/2020 |
| | Assistant County Administrator | Date / |

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2021 | 2022 | 2023 | 2024 | 2025 |
|--|--------------------------|-------------|---------------------|-------------------|------|
| Capital Expenditures | | | | | |
| Operating Costs | 1,000,000 | | | | |
| External Revenue | | | | | |
| Program Income | | | | | |
| In-Kind Match (County) | | | | | |
| NET FISCAL IMPACT | 1,000,000 | | | | |
| # ADDITIONAL FTE POSITIONS (Cumulative) | i | | | | |
| Is Item Included In Curr Does this item include t | — | | Yes <u>X</u> Yes | No No | X |
| Budget Account No.: Fund_0001 Dept.146 _Uni | t <u>_7621_</u> Obj. Pro | ogram Code_ | <u>Var.</u> Program | Period: <u>VA</u> | R |

- B. Recommended Sources of Funds/Summary of Fiscal Impact: Palm Beach County Ad Valorem
- C. Departmental Fiscal Review:

Julie Dowe

Julie Dowe, Director, Financial & Support Svcs.

III. REVIEW COMMENTS

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

Palm Beach County Ad Valorem

19131262

B. Legal Sufficiency:

12-8-2020 Assistant County Attorney

C. Other Department Review:

Department Director

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

Contract I Development and Control /20 Tu

SECOND AMENDMENT TO INTERLOCAL AGREEMENT

THIS SECOND AMENDMENT TO INTERLOCAL AGREEMENT (R2019-0153), made and entered into at West Palm Beach, Florida, on this ______ day of ______, 20____, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Health Care District of Palm Beach County, hereinafter referred to as the DISTRICT, a Political Subdivision of the State of Florida, whose Federal Tax I.D. is #65-0145123.

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

WITNESSETH:

Whereas, the above named parties entered into an Interlocal Agreement on January 15th 2019 (R2019-0153) in an annual amount of \$1,000,000; and

Whereas, the Agreement was amended on December 17th, 2019 (R2019-1876), to change the Effective Date to October 1, 2019; and

Whereas, the County wishes to exercise its renewal option under Section 8 of the Agreement to extend the expiration date of the Agreement by twelve months; and

Now Therefore, the above named parties hereby mutually agree that the Interlocal Agreement entered into on January 15, 2019 and amended on December 17, 2019, is hereby amended as follows:

- I. The recitals above are true and correct and are expressly incorporated herein by reference and made part of the parties' Agreement
- II. The first sentence of **SECTION 8**. <u>**TERM**</u> is replaced with the following:

"The term of this Agreement shall commence on October 1, 2019, and continue in effect for twenty-four (24) months with an option to renew for one (1) additional twelve (12) month period. No services rendered prior to October 1, 2019 are reimbursable under this agreement."

III. New SECTION 30. <u>E-VERIFY-EMPLOYMENT ELIGIBILITY</u> is added to read as follows:

DISTRICT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, DISTRICT shall:

(1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the DISTRICT'S Sub Contractors performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

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

COUNTY shall terminate this Agreement if it has a good faith belief that DISTRICT has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If COUNTY has a good faith belief that DISTRICT'S Sub Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify DISTRICT to terminate its contract with the Sub Contractor and DISTRICT shall immediately terminate its contract with the Sub Contractor.

If COUNTY terminates this Agreement pursuant to the above, DISTRICT shall be barred from being awarded a future agreement by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such agreement termination, DISTRICT shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

Other Provisions

All provisions in the Agreement or exhibits to the Agreement in conflict with this Amendment to the Agreement shall be and are hereby changed to conform to this Amendment.

All provisions not in conflict with this Amendment are still in effect and are to be performed at the same level as specified in the Interlocal 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 Agreement on behalf of the COUNTY and DISTRICT has hereunto set his/her hand the day and year above written.

ATTEST:

Sharon R. Bock Clerk and Comptroller

By:___

Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

—Docusigned by: Valerie Shaliriari

-6141168BCABA47F.

By:

By:

Chief Legal Officer Health Care District

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By:_

Dave Kerner, Mayor

DISTRICT: <u>Health Care District of Palm Beach County</u> DISTRICT'S Name Typed

DocuSigned by: Darcy Davis By: 8A681D19234E4D9

DISTRICT'S Signatory

CE0

DISTRICT'S Signatory Title Typed

APPROVED AS TO TERMS AND CONDITIONS

-DocuSianed by: Tanuna Malliotra By: 45964101610490

Taruna Malhotra, Assistant Dept. Director Community Services Department

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APPROVED AS TO FORM AND LEGAL SUFFICIENCY

DocuSigned by: Helene C. Hvizd 802C4719E1FC4F2

Assistant County Attorney