

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between the BROWARD SHERIFF'S OFFICE ("SHERIFF") and BROWARD COUNTY, FLORIDA ("CONTRACTOR").

WHEREAS, SHERIFF provides Adult Post-Adjudicatory Drug Court Expansion Program ("Program") services; and

WHEREAS, CONTRACTOR's Broward Addiction Recovery Division is licensed by the Florida Department of Children and Families to provide a wide array of substance abuse detoxification and treatment services at its Broward Addiction Recovery Centers ("BARC") to adults who are eighteen (18) years of age and older; and

WHEREAS, SHERIFF desires to contract with CONTRACTOR for substance abuse detoxification and treatment services for certain clients participating in the Program; and

WHEREAS, CONTRACTOR represents it has the expertise and experience through BARC to provide such services, and desires to provide same to SHERIFF,

NOW THEREFORE, the parties hereby agree:

SECTION I **RECITALS**

The recitals in the "WHEREAS" clauses above are true and correct, and are fully incorporated into this Section I by reference.

SECTION II **SCOPE OF SERVICES**

CONTRACTOR agrees to provide substance abuse detoxification and treatment services on a space available basis to Program clients referred by SHERIFF as set forth herein and in "Exhibit A," Scope of Services, attached hereto and made a part hereof.

SECTION III **MANNER OF PERFORMANCE & FINANCIAL CONSEQUENCES**

3.1 Performance Standards:

3.1.1 CONTRACTOR will ensure psychosocial assessments are completed in accordance with the Florida Administrative Code (FAC) 65D-30 for the level of care being provided to the Program client, unless clinical exceptions are documented in the client record explaining why timeframes could not be met.

3.1.2 CONTRACTOR will ensure individual treatment plans are developed using the information from the completed assessment of the Program client within timeframes set by FAC 65D-30, unless clinical exceptions are documented in the client record explaining why timeframes could not be met.

3.1.3 CONTRACTOR shall review the individual treatment plan within timeframes set by FAC 65D-30, unless clinical exceptions are documented in the client record explaining why timeframes could not be met. Reviews will include updates to the treatment plan, if necessary.

3.1.4 CONTRACTOR will ensure case management is ongoing until the Program client completes BARC detoxification or treatment services. Case managers and/or counselors will review each case and document the current status with the individual treatment plan at least weekly for active Program clients.

3.1.5 CONTRACTOR will adhere to Florida Statutes Chapter 435 and § 397.451 and shall promptly perform criminal background checks on all of its personnel and subcontractors who are performing services under this Agreement. The criminal history records check must be completed in accordance with the relevant applicable statute, § 408.809 and/or § 435.12, Florida Statutes, within thirty (30) calendar days after the start of employment. CONTRACTOR will maintain documentation of completed background checks and shall provide evidence of compliance, upon request, in conjunction with audit referenced in paragraph 15.7.

3.1.6 CONTRACTOR shall perform all services in a sound and skillful manner. All services shall adhere to the utmost professional standards.

3.1.7 Other than the express performance standards recited within this section, CONTRACTOR shall determine the means and manner of performance for any and all services rendered pursuant to this Agreement. CONTRACTOR shall not be subject to the direction or control of SHERIFF, except as provided herein or required by applicable federal, state and local statutes, laws, rules, ordinances, or regulations.

3.1.8 CONTRACTOR agrees to perform all of the duties that may be required of and from it pursuant to the express and implicit terms of this Agreement faithfully, industriously, and to the best of its ability, experience, and talent.

3.1.9 CONTRACTOR shall have the right to receive payment for services provided to Program clients from date of admission or assessment. If referrals are not received within the timeframes specified below, CONTRACTOR shall have the right to receive payment for services from date of admission or assessment once the recipient is identified and confirmed as a Program client.

3.1.10 SHERIFF shall provide Program clients referral forms to CONTRACTOR within twenty-four (24) hours of referral for Program clients referred directly by SHERIFF and within forty-eight (48) hours of order for court-ordered Program clients or as soon as reasonable under prevailing circumstances.

3.1.11 SHERIFF shall fax copies of court documents ordering Program participants to attend BARC detoxification or treatment programs to CONTRACTOR within twenty-four (24) hours of court order or as soon as reasonable under prevailing circumstances.

3.1.12 SHERIFF shall work with the Clerk of the Court to ensure that all court-ordered Program clients are identified and related documents are submitted to CONTRACTOR in accordance with paragraphs 3.1.10 and 3.1.11.

3.1.13 SHERIFF shall ensure that all Program participants sign an appropriate Release of Information ("ROI") authorization form to allow communication of Program client information between SHERIFF and CONTRACTOR. SHERIFF shall provide a copy of the ROI to CONTRACTOR with Program clients' referral forms.

3.1.14 SHERIFF shall provide CONTRACTOR with current Program census on a weekly basis.

3.1.15 Notwithstanding anything to the contrary herein, SHERIFF will not be responsible for payment for any services rendered by CONTRACTOR to clients of SHERIFF if said clients were not referred to CONTRACTOR by SHERIFF.

3.2 Financial Consequences:

3.2.1 Assessments not completed within timeframe required by Florida Administrative Code (FAC) 65D-30 for the level of care the Program client is enrolled may result in a reduction of \$250 from the next invoice, except where such failures are due to forces outside the control of the CONTRACTOR.

3.2.2 Individual treatment plans not developed and implemented within timeframes set by FAC 65D-30 or not reviewed within timeframes set by FAC 65D-30 may result in a reduction of \$250 from the next invoice, except where such failure is due to forces outside the control of the CONTRACTOR.

3.2.3 Case files not documenting the status of the Program clients' current treatment progress with their individual treatment plan at least weekly or in accordance with the client's treatment schedule for active Program clients may result in a reduction of \$25 from the next invoice for each file not documented.

3.2.4 Non-compliance with Florida Statutes Chapter 435 and § 397.451 in performing criminal background checks of newly employed staff by CONTRACTOR may result in a \$250 fine for each occurrence.

SECTION IV **TERM**

The term of this Agreement shall be one (1) year, commencing on July 1, 2018, and ending on June 30, 2019, unless terminated earlier as provided below. The Agreement may be renewed for up to four (4) additional one-year options at SHERIFF's request.

SECTION V **CONSIDERATION**

CONTRACTOR shall submit a monthly invoice to the SHERIFF's Finance Department detailing work performed. Payment will be made within thirty (30) calendar days. Objections and other payment disputes shall be resolved pursuant to the procedures provided in the Local Government Prompt Payment Act. Compensation shall be paid to CONTRACTOR at the rates reflected in Exhibit A, but the total compensation payable to the CONTRACTOR during the term of July 1, 2018, through June 30, 2019, shall not exceed One Hundred Five Thousand Dollars (\$105,000) without the SHERIFF's express written authorization.

This Agreement is subject to the availability of funding for the Program.

SECTION VI **EXPENSES**

CONTRACTOR shall be fully and solely responsible for any and all expenses incurred by it in the performance of this Agreement, including, but not limited to, costs of supplies, fees, licenses, insurance premiums, bonds or taxes, and all other costs of doing business. CONTRACTOR shall not, in any manner, in performance of this Agreement, incur indebtedness on behalf of SHERIFF.

SECTION VII **CONFIDENTIALITY**

CONTRACTOR shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation, or other entity any information of any kind concerning any matter affecting or relating to Program clients or to the business of SHERIFF, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description. The parties stipulating that as between them, the aforementioned matters are important, material and confidential and gravely affect the well-being of the clients and the effective and successful conduct of the business of SHERIFF, and its goodwill, and that any breach

of the terms of this paragraph is a material breach of this Agreement. CONTRACTOR acknowledges that a breach of this confidentiality will cause irreparable injury to SHERIFF and said clients, that the remedy at law for any such violation or threatened violation will not be adequate and that SHERIFF shall be entitled to temporary and permanent injunctive relief, as permitted by state law.

SECTION VIII **INDEMNIFICATION**

SHERIFF AND CONTRACTOR are state agencies or political subdivisions of the State of Florida as defined in § 768.28, Florida Statutes, and each party shall be fully responsible for acts and omissions of its agents, contractors, or employees in the performance of its obligations under this Agreement, to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties, in any matter arising out of this Agreement.

SECTION IX **INSURANCE**

CONTRACTOR shall provide workers' compensation coverage in compliance with Florida Statutes, Chapter 440, and all federal laws for CONTRACTOR's personnel.

SECTION X **INDEPENDENT CONTRACTOR**

- 10.1 CONTRACTOR, as an independent contractor, is ineligible for employee benefits of any nature. Furthermore, CONTRACTOR is ineligible for any statutory claims of employment or constitutional claims of employment including, but not limited to, workers' compensation, unemployment compensation, ADA, FMLA, or similar legislation. CONTRACTOR agrees to indemnify SHERIFF, to the extent permitted by state law, against any liability including, but not limited to, reasonable attorneys' fees and court costs, resulting from any claim(s) for employee benefits, statutory claim(s) of employment, or constitutional claim(s) of employment.
- 10.2 CONTRACTOR has the right to provide services to others and hold itself out to the public as available to engage in agreements with others.
- 10.3 CONTRACTOR shall at all times be an independent contractor under this Agreement, rather than an employee, agent, or representative of SHERIFF, and no act, action, or omission to act by CONTRACTOR shall in any way obligate or bind SHERIFF. CONTRACTOR covenants and agrees that it shall not represent to any third party that CONTRACTOR is an officer, agent, employee, or representative of SHERIFF under this Agreement.

SECTION XI
PAYMENT OF TAXES

CONTRACTOR shall bear all responsibility for the payment of any federal, state, or local taxes and fees, if applicable. It is understood by both parties that SHERIFF will not make any deductions for the aforementioned taxes or fees.

SECTION XII
TERMINATION

In the event that either party is in breach of any of the terms and conditions of this Agreement, the non-breaching party shall provide written notice of such breach. The breaching party shall have ten (10) calendar days from receipt of such notice to cure any breach under this Agreement. In the event the breaching party fails to cure such breach within the ten (10) calendar day period, the non-breaching party reserves the right to immediately terminate this Agreement for cause. Either party may terminate without cause upon thirty (30) calendar days written notice to the other party.

SECTION XIII
NOTICE

Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage to the party at the addresses designated below. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

For SHERIFF:

David Scharf
Executive Director, Department of Community Programs
Broward Sheriff's Office
2601 W. Broward Blvd.
Fort Lauderdale, FL 33312

with a copy to
Office of the General Counsel
Broward Sheriff's Office
2601 W. Broward Blvd.
Fort Lauderdale, FL 33312

For BROWARD COUNTY:

William Card, Acting Director
Broward Addiction Recovery Division
900 NW 31st Avenue, Suite 2000
Fort Lauderdale, FL 33311

SECTION XIV
AGREEMENT GOVERNED BY LAW OF STATE OF FLORIDA

It is the parties' expressed intent that this Agreement and its performance, as well as all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Florida. The laws of the state of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any legal action or special proceeding may be instituted, commenced, or initiated.

SECTION XV
MISCELLANEOUS

- 15.1 CONTRACTOR shall comply with all the statutes, laws, rules, ordinances, and regulations of any and all federal, state, and local political bodies having jurisdiction over the services provided herein.
- 15.2 CONTRACTOR shall obtain and shall maintain in good standing all necessary permits and licenses required to provide the services contemplated herein.
- 15.3 In the event either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorneys' fees in the judgment rendered in such action, and on all appeals, to the extent permitted by state law.
- 15.4 The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction be construed more severely against one of the parties than the other.
- 15.5 CONTRACTOR shall not have the right to assign or subcontract any of its rights or obligations under this Agreement without prior written approval of the SHERIFF.
- 15.6 Pursuant to Florida law (specifically, but not limited to, § 119.0701, Florida Statutes), CONTRACTOR must comply with all applicable public records laws. Specifically, CONTRACTOR shall:

- (a) Keep and maintain public records required by SHERIFF to perform the service.
- (b) Upon request from SHERIFF's custodian of public records, provide SHERIFF with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to SHERIFF.
- (d) Upon completion of the Agreement, transfer, at no cost, to SHERIFF all public records in possession of CONTRACTOR or keep and maintain public records required by SHERIFF to perform the service. If the CONTRACTOR transfers all public records to SHERIFF upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records.
- (e) All records stored electronically must be provided to SHERIFF, upon request from SHERIFF's custodian of public records, in a format that is compatible with the information technology systems of SHERIFF.

In the event CONTRACTOR receives a public records request related to this Agreement and the services provided hereunder, CONTRACTOR shall promptly forward the same to SHERIFF for SHERIFF's records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: ERIN FOLEY, RECORDS MANAGEMENT LIAISON OFFICER, ADMINISTRATIVE SUPPORT BUREAU, BROWARD SHERIFF'S OFFICE, 2601 WEST BROWARD BLVD., FORT LAUDERDALE, FLORIDA 33312, (954) 831-8745, Erin.Foley@sheriff.org OR THE OFFICE OF GENERAL COUNSEL, BROWARD SHERIFF'S OFFICE, (954) 831-8920.

- 15.7 SHERIFF shall have the right, but not the obligation, to conduct a desk audit annually of a minimum of five (5) files or twenty five percent (25%) of randomly selected Program client files, whichever is greater. CONTRACTOR shall cooperate with such audit and provide the necessary documentation reasonably requested by SHERIFF.

IN WITNESS, the parties hereby execute this Agreement on the dates set forth below:

BROWARD SHERIFF'S OFFICE

By: _____
David Scharf, Executive Director
Department of Community Programs

Date: _____

Approved as to form and legal
sufficiency subject to execution
by the parties:

By: _____
Ronald M. Gunzburger, General Counsel

Date: _____

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor, authorized to execute same by Board action on the _____ day of _____, 2018, and BROWARD SHERIFF'S OFFICE, signing by and through its officer, duly authorized to execute the same:

COUNTY

Attest:

BROWARD COUNTY, through its
Board of County Commissioners

Broward County Administrator as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By: _____
Beam Furr, Mayor

_____ day of _____, 2018

Approved as to form by
Office of County Attorney
Broward County, Florida
Andrew J. Meyers, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By K. Gordon 5/8/18
Karen S. Gordon (Date)
Assistant County Attorney

EXHIBIT A - SCOPE OF SERVICES

I. Scope of Services

CONTRACTOR agrees to provide inpatient detoxification, assessment services, residential treatment, and intensive outpatient substance use treatment services as defined by Florida Administrative Code (FAC) 65D-30 on a space available basis to Program clients as detailed in this exhibit.

II. Requirements

Requirements for each service are defined by Florida Administrative Code (FAC) 65D-30. Listed below are examples of services. CONTRACTOR agrees to modify services in accordance with any updates or changes to FAC 65D-30.

A. Inpatient detoxification will include, as appropriate:

1. Medically supervised drug and alcohol withdrawal treatment.
2. Medical assessment and stabilization.
3. Substance Abuse Counseling.
4. Supportive Counseling.
5. Substance Abuse Education.
6. CONTRACTOR shall provide inpatient detoxification treatment services at BARC Central, 325 SW 28th Street, Fort Lauderdale, FL 33315.
7. CONTRACTOR shall communicate to SHERIFF client progress in the Program and attend court hearings as requested by the Drug Court Judge.

B. Assessment services will include, as appropriate:

1. Perform a comprehensive assessment.
2. Determine the most appropriate level of care to identify and address client needs.
3. CONTRACTOR may provide assessment services at BARC Central, 325 SW 28th Street, Fort Lauderdale, FL 33315, or Edgar P. Mills Multi-Purpose Center, 900 NW 31st Ave., Suite 200, Fort Lauderdale, FL 33311.
4. CONTRACTOR shall communicate to SHERIFF client progress in the Program and attend court hearings as requested by the Drug Court Judge.

C. Residential treatment services will include, as appropriate:

1. Individual, group, and family counseling.
2. Routine medical care and psychiatric services, as needed.
3. Educational and life skills groups.
4. Recreational activities.
5. Linkage to community resources.

6. Specialty groups for the criminal justice population and opiate users.
7. Family involvement programs.
8. Drug testing.
9. CONTRACTOR shall provide residential treatment services at the Stephen R. Booher Facility, 3275 NW 99 Way, Coral Springs, FL 33065.
10. CONTRACTOR shall communicate to SHERIFF client progress in the Program and attend court hearings as requested by the Drug Court Judge.

D. Intensive Outpatient (IOP) services will include, as appropriate:

1. Individual counseling
2. Group counseling
3. Counseling with families
4. Substance abuse education
5. Life skills training
6. Training or advising in health and medical issues
7. Employment or educational support services
8. Mental health services
9. CONTRACTOR shall provide treatment services at BARC Central, 325 SW 28th Street, Fort Lauderdale, FL 33315.
10. CONTRACTOR shall communicate to SHERIFF client progress in the Program and attend court hearings as requested by the Drug Court Judge.

III. Units of Service:

- A. Inpatient detoxification – A unit is defined as one Inpatient Detoxification Bed Day. An Inpatient Detoxification Bed Day is a period in which the client stays overnight at the facility and includes room, board, meals, and detoxification services. SHERIFF shall pay for the first day the client is admitted to the program and will not be billed for the day the client leaves the program. CONTRACTOR shall determine the length of the service by medical necessity.
- B. Assessment services – A unit is defined as an hour of assessment services that result in a comprehensive psychosocial assessment, meeting the criteria of FAC 65D-30. Assessment services are billed by the hour, in quarter hour increments where appropriate.
- C. Residential treatment services – A unit is defined as one Residential Bed Day. A Residential Treatment Bed Day is a period in which the client stays overnight at the facility and includes room, board, meals, and treatment services. SHERIFF shall pay for the first day the client is admitted to the treatment program and will not be billed for the day the client leaves the treatment program. The residential treatment program is limited to sixty (60) calendar days long, which can be extended thereafter if it is clinically indicated that such a longer duration of a stay is needed.

- D. Intensive Outpatient (IOP) Services – A unit of service is an hour of service, billed at different rates for the identified service, in quarter hour increments where appropriate.

IV. Cost per Unit of Service:

- A. Inpatient Detoxification (1 Bed Day unit of service)\$420.07
- B. Assessment (1 hour unit of service)\$135.98
- C. Residential Treatment (1 Bed Day unit of service)\$194.51
- D. Intensive Outpatient (IOP):
 - 1. Treatment Planning (1 hour unit of service)\$114.25
 - 2. Group Counseling (1 hour unit of service)..... \$28.05
 - 3. Individual Counseling (1 hour unit of service).....\$114.25
- E. The above cost rates will be adjusted on October 1st of each contract term to the prevailing rates published in the Broward County Human Services Direct Services Fee Schedule pursuant to Broward County Administrative Code § 36.1.

V. Maximum Dollar Amount:

Without the SHERIFF's express written authorization, the maximum total dollar amount for all services to be provided shall not exceed \$105,000 in each twelve (12) month period of the term.