

SUBAWARD AGREEMENT

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

WHEREAS, SHERIFF PROVIDES Adult Post-Adjudicatory Drug Court Expansion Program services and other related law enforcement and social services; and

WHEREAS, SHERIFF has identified, applied for and secured funding via a grant number 6H79SP080310-01M001, FAIN H79SP080310, with a federal award date of September 19, 2018 from the United States Department of Health and Human Services ("Grantor") via a grant number for Project Titled "Broward Sheriff's Office First Responders Opioid Grant" ("Grant"), as amended, to support four (4) Certified Peer Recovery Specialists (CPRS) to be deployed at North Broward Hospital District d/b/a Broward Health ("Broward Health") facilities within Broward County to assist in providing treatment for patients being discharged for non-fatal opioid overdoses to help combat the numerous re-admissions and to reduce overdose deaths ("Program"); and

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

WHEREAS, SUBRECIPIENT has been identified as an eligible entity able to implement the objectives and goals of the Program and the Grant's program titled "Substance Abuse and Mental Health Services Projects of Regional and National Significance", which has CFDA number 93.243; and

WHEREAS, SHERIFF desires to contract with SUBRECIPIENT to partially pass through a subaward to the SUBRECIPIENT to support substance abuse detoxification and treatment services for certain individuals eligible to benefit from the Program; and

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

WHEREAS, This Agreement must be consistent with the requirements outlined in 2 CFR 200.331, the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards found in Title 2, Grants and Agreements, Part 200.

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

CONTACTOR agrees to provide substance abuse detoxification and treatment services at Broward Health by way of SUBRECIPIENT hiring and supervising four (4) CPRS to support the Program. Program participants will be referred by Broward Health or SHERIFF, and SUBRECIPIENT will provide those services identified in "Exhibit A", Scope of Services, attached hereto and made a part hereof.

SECTION III
MANNER OF PERFORMANCE & FINANCIAL CONSEQUENCES

3.1 SUBRECIPIENT will provide clinical supervision to the CPRS by a trained licensed clinical supervisor.

3.2 SUBRECIPIENT will ensure the CPRSs are trained and available for dispatch 24/7 to respond to Broward Health emergency room overdose cases. The CPRSs will meet with the identified patient and/or the family members and engage the patient in treatment and link them to services. The CPRSs will distribute NARCAN to overdose patients and family members and instruct on the use of the products to all that receive it.

3.3 SUBRECIPIENT will ensure that the CPRSs work to schedule admission to treatment or assessments for patients agreeing to engage in treatment and follow up.

3.4 SUBRECIPIENT will ensure the CPRSs follow up with all patients who have agreed to an appointment to verify that the appointment was attended and that the patient is engaged in the needed services.

3.5 SUBRECIPIENT will ensure that the CPRSs participate in in-home welfare visits for patients who did not follow through with treatment and shall conduct welfare visits for patients who fail to show for pre-arranged appointments with the SUBRECIPIENT. The CPRSs will reeducate the patient and the patient's family members on overdose prevention and attempt to engage the client in services. The CPRS will schedule a second appointment for the client.

3.6 SUBRECIPIENT shall perform all services in a sound and workmanlike manner. All services shall adhere to the utmost professional

standards. SUBRECIPIENT is solely responsible for the training of its workforce and the four (4) CPRs.

3.7 Other than the express performance standards recited within this section, SUBRECIPIENT shall determine the means and manner of performance for any and all services rendered pursuant to this Agreement. SUBRECIPIENT 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.

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

3.9 SUBRECIPIENT shall ensure the CPRs are prepared twenty four hours a day, seven days a week to receive immediate referrals from Broward Health or SHERIFF of patients being scheduled to be released and who can benefit from the Program.

3.10 SUBRECIPIENT shall ensure that patients sign an appropriate Release of Information ("ROI") authorization form to allow communication of Program client information between SHERIFF, SUBRECIPIENT and Broward Health. SUBRECIPIENT shall provide a copy of the ROI to SHERIFF and Broward Health.

3.11 This Agreement is subject to availability of funding by the Grant and conditioned on the fulfillment of all the Grant's terms, conditions, and mutual reporting requirements. Notwithstanding anything to the contrary herein, SHERIFF will not be responsible for payment for any services rendered by SUBRECIPIENT if said funding is not realized or continued. The foregoing notwithstanding, SHERIFF will reimburse SUBRECIPIENT for all services performed in accordance with this Agreement if the services were performed prior to SHERIFF's notice to SUBRECIPIENT of the unavailability of funding. SUBRECIPIENT shall not commence incurring any expenses related to this Agreement until such time as SHERIFF gives SUBRECIPIENT formal written notice that the Grant has been secured and there is funding available to pay SUBRECIPIENT under this Agreement.

SECTION IV **TERM**

The term of this Agreement shall run from the date of full execution to September 29, 2019, unless otherwise terminated earlier as provided herein. This Agreement may be renewed for up to three (3) one-year periods upon mutual written consent of the parties with the first option period commencing September 30, 2019,

through September 29, 2020; the second option period commencing September 30, 2020 through September 29, 2021; and the third option period commencing September 30, 2021 through September 29, 2022.

SECTION V **CONSIDERATION**

SUBRECIPIENT shall submit a monthly invoice and supporting documentation to the SHERIFF's Finance Department detailing work performed. Payment will be made within thirty (30) days of receipt of SUBRECIPIENT's invoice. 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 SUBRECIPIENT at the rates reflected in Exhibit A, but the total compensation payable to the SUBRECIPIENT during the term of this Agreement and the total amount of the federal funds obligated from the Grant to be payable to the SUBRECIPIENT, shall not exceed Two Hundred Thirty Thousand, Four Hundred Eighty-two Dollars (\$230,482) without the SHERIFF's express written authorization. This Agreement is subject to the availability of funding for the Program. Funds provided to SUBRECIPIENT under this Agreement must not be used for research and development and the Grant funds must not be used for lobbying. Funds allocated under this Agreement shall not be used for prohibited expenditures found in 34 U.S.C. § 10152(d), 42 U.S.C. § 3751, or other prohibited expenditures as identified within the Grant.

SECTION VI **EXPENSES**

SUBRECIPIENT 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. SUBRECIPIENT shall not, in any manner, in performance of this Agreement, incur indebtedness on behalf of SHERIFF. All CPRS provided by SUBRECIPIENT under this Agreement shall be employed and managed by the SUBRECIPIENT.

SECTION VII **CONFIDENTIALITY**

7.1 SUBRECIPIENT 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, and its computer systems, unless otherwise authorized by law. 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. SUBRECIPIENT 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.

7.2 It is expressly understood by the Parties that their respective personnel or their respective agents may have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. Both Parties shall fully protect individually identifiable health information as required by the Health Insurance Portability and Accountability Act of 1996 (hereinafter known as "HIPAA") and, if necessary under HIPAA or related laws, shall execute a Business Associate Agreement in a form agreed to by the Parties for the purpose of complying with HIPAA.

7.3 SUBRECIPIENT must comply with all confidentiality requirements of 42 U.S.C. § 3789g and 28 C.F.R. § 22 that are applicable to collection, use, and revelation of data or information. SUBRECIPIENT must, as a condition of grant approval, submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. § 22 and, in particular, section 22.23. Privacy Certification forms must be signed by the SUBRECIPIENT or implementing agency's chief official or an individual with formal, written signature authority for the chief official.

SECTION VIII **INDEMNIFICATION**

SHERIFF and SUBRECIPIENT 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, subcontractors, 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 or any other contract.

SECTION IX **INSURANCE**

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

SECTION X
INDEPENDENT CONTRACTOR

10.1 SUBRECIPIENT, as an independent contractor, is ineligible for employee benefits of any nature from SHERIFF. Furthermore, SUBRECIPIENT 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. SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT shall in any way obligate or bind SHERIFF. SUBRECIPIENT covenants and agrees that it shall not represent to any third party that SUBRECIPIENT is an officer, agent, employee, or representative of SHERIFF under this Agreement.

SECTION XI
PAYMENT OF TAXES

SUBRECIPIENT 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

12.1 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) 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) day period, the non-breaching party reserves the right to immediately terminate this Agreement for cause.

12.2 Additionally, either party may terminate for convenience upon thirty (30) 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 or by personal delivery, facsimile, regular mail, 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
Director, Department of Community Programs
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, FL 33312

Contact Information for BSO's Awarding Official:
Heather Mitchell, Director of Finance
Broward Sheriff's Office
2601 West Broward Boulevard
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:

Jack Feinberg, Director
Broward Addiction Recovery Division
325 SW 28th Street
Fort Lauderdale, FL 33315

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
FEDERAL GRANT REPORTING, AUDITING AND RELATED REQUIREMENTS

15.1 SUBRECIPIENT shall permit the SHERIFF and Grantor and/or their designee(s) and auditors access to SUBRECIPIENT'S records and financial statements as necessary to meet the requirements of 2 CFR 200.31 and Single Annual Audit provisions under the Single Audit Act of 1984 (Public Law 98-502) as amended by the Single Audit Act of 1996 (Public Law 104-156) as follows:

15.1.1 A SUBRECIPIENT that expends \$750,000 or more in a year in federal awards must have a single audit or program-specific audit conducted for that year. The audit must be performed in accordance with 2 C.F.R. § 200(F) Audit Requirements and other applicable federal law. This Agreement must be identified in the Schedule of Federal Financial Assistance in the subject audit. The audit report must be identified as federal funds passed through SHERIFF and the Grantor and include the contract number, award amount, contract period, funds received, and funds disbursed.

15.1.2 A complete audit report that covers any portion of the effective dates of this Agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report must include any management letters issued separately and management's written response to all findings, including audit report and management letter findings. Incomplete audit reports will not be accepted by SHERIFF or the Grantor.

15.1.3 Audits must be completed by an Independent Public Accountant (IPA) and according to Generally Accepted Government Auditing Standards (GAGAS). The IPA must be either a Certified Public Accountant or a Licensed Public Accountant. SUBRECIPIENT must procure audit activities according to 2 C.F.R. § 200.509 and include clear objectives and scope of the audit in addition to peer review reports to strengthen audit quality and ensure effective use of audit resources.

15.1.4 SUBRECIPIENT must promptly follow-up and take appropriate corrective action for any findings on the audit report in instances of noncompliance with federal laws and regulations, including but not limited to preparation of a summary schedule of prior audit findings and a corrective action plan. SUBRECIPIENT follow-up to audit findings must abide by requirements in 2 C.F.R. § 200.511.

15.1.5 SUBRECIPIENT must make copies available for public inspection and ensure respective parts of the reporting package do not include protected personally identifiable information. Records must be made available upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by SHERIFF and the Grantor.

15.1.6 A SUBRECIPIENT that expends less than \$750,000 in federal awards during a fiscal year are exempt from the audit requirements of 2 C.F.R. § 200(F) for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, must be provided to SHERIFF and to the Grantor, or designee, that the SUBRECIPIENT is exempt. This notice must be provided to SHERIFF and the Grantor no later than June 30 following the end of the fiscal year.

15.1.7 If this Agreement is closed without an audit, SHERIFF and the Grantor reserves the right to recover any disallowed costs identified in an audit completed after such closeout.

15.2 SUBRECIPIENT shall use the funds provided under this Agreement in accordance with Federal Statutes, regulations and the terms and conditions of the Federal Award including but not limited to:

- **Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. § 200) Subpart A Definitions, Subparts B-D Administrative Requirements, Subpart E Cost Principals, Subpart F Audit Requirements and all applicable Appendices.** This guidance supersedes previous OMB Circulars and Standard Conditions and is applicable to any new subawards made under Federal grants awarded on or after December 26, 2014
<http://www.ecfr.gov/cgi-bin/text-idx?SID=62764122c780e5d1d2134127afadc30d&node=2:1.1.2.2.1 &rgn=div5>
- **Code of Federal Regulations:** www.gpo.gov/fdsys/
2 C.F.R. § 175.15(b), "Award Term for Trafficking in Persons"
28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations"
28 C.F.R. Part 66, "U.S. Department of Justice Common Rule for State and Local Governments" (Common Rule)
28 C.F.R. § 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63
- **Public Law**
Pub. L. No. 109-162, Title XI-Department of Justice Reauthorization, Subtitle B – Improving the Department of Justice's Grant Programs, Chapter 1 – Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111, Merger of Byrne

Grant Program and Local Law Enforcement Block Grant Program:
<http://www.gpo.gov/fdsys/pkg/PLAW-109publ162/pdf/PLAW-109publ162.pdf>,

- **United States Code:** www.gpo.gov/fdsys/
34 U.S.C. §§ 10101 et seq., “Omnibus Crime Control and Safe Streets Act of 1968.”
- **State of Florida General Records Schedule GS1-SL for State and Local Government Agencies found generally at:**
<https://www.dos.myflorida.com/library-archives/records-management/general-records-schedules/>

15.3 SUBRECIPIENT, within thirty (30) days after termination of this Agreement or completion of the services provided by SUBRECIPIENT under this Agreement, whichever shall occur first, shall conform to all terms and conditions concerning closeout of the sub-award found at:

<https://www.samhsa.gov/grants/grants-management/grant-closeout>

15.4 SUBRECIPIENT acknowledges that funds received under this subaward will not be used to supplant state or local funds that are currently funding the four (4) CPRS positions.

15.5 SUBRECIPIENT must comply with 2 C.F.R. § 180, “OMB Guidelines to Agencies on Government Wide Debarment and Suspension (Non-procurement).” These procedures require SUBRECIPIENT to certify that it will not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the SHERIFF, with agreement by the Grantor of the Grant.

15.6 SUBRECIPIENT must comply with 28 C.F.R. § 69, “New Restrictions on Lobbying,” and must file the most current edition of the Certification and Disclosure Form, if applicable, with each submission that initiates consideration of such SUBRECIPIENT for award of a federal contract, grant, or cooperative agreement. In addition, the SUBRECIPIENT must not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the SHERIFF and the Grantor of the Grant.

15.7 The SUBRECIPIENT and its contractors must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228); the Victims of Crime Act (34 U.S.C. § 20110); The Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990

(42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 C.F.R. § 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

15.8 No federal funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). SHERIFF and Grantor will consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the SUBRECIPIENT of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by SHERIFF.

15.9 SUBRECIPIENT must have written procedures for procurement transactions. Procedures must ensure that all solicitations follow 2 C.F.R. § 200.319, Competition. The SUBRECIPIENT is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. SUBRECIPIENT must have financial management systems in place that are able to record and report on the receipt, obligation, and expenditure of Grant funds. An adequate accounting system for a SUBRECIPIENT must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients.

SECTION XVI **MISCELLANEOUS**

16.1 SUBRECIPIENT 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.

16.2 SUBRECIPIENT shall obtain and shall maintain in good standing all necessary permits and licenses required to provide the services contemplated herein.

16.3 In the event either party brings an action against the other to enforce any conditions or covenants 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.

16.4 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.

16.5 SUBRECIPIENT 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.

16.6 Pursuant to Florida law (specifically, but not limited to, §119.0701, Florida Statutes), SUBRECIPIENT must comply with all applicable public records laws. Specifically, SUBRECIPIENT 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 Chapter 119, Florida Statutes, 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 SUBRECIPIENT 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 SUBRECIPIENT or keep and maintain public records required by SHERIFF to perform the service. If the SUBRECIPIENT transfers all public records to SHERIFF upon completion of the Agreement, the SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion of the Agreement, the SUBRECIPIENT 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 SUBRECIPIENT receives a public records request related to this Agreement and the services provided hereunder, SUBRECIPIENT shall promptly forward the same to SHERIFF for SHERIFF'S records.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'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.

16.7 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. Notwithstanding the foregoing, SUBRECIPIENT shall cooperate with such audit and provide the necessary documentation reasonably requested by SHERIFF. All of SUBRECIPIENT'S books, records, data, time sheets, logs and alike shall be made available for inspection by SHERIFF and/or the grantor of the Grant and SUBRECIPIENT shall provide all records and information called for by the Grant relative to reporting requirements. Attached hereto is a copy of the Grant, as amended, and all of the portions and sections relating to the funding of four (4) CPRSs shall be incorporated into this Agreement and the SUBRECIPIENT shall be bound by the same and any further amendments thereto. Any further amendments to the Grant shall be provided to the SUBRECIPIENT by SHERIFF.

16.8 SUBRECIPIENT must maintain all records for a minimum of five (5) years from the date of the financial statement and such records must be available for audit and public disclosure upon request. SUBRECIPIENT must comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf>
<http://dos.myflorida.com/media/693578/g02.pdf>

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

BROWARD SHERIFF'S OFFICE

By: _____ Date: _____
Colonel Gary Palmer, Executive Director
Department of Detention and Community Programs

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

By: _____ Date: _____
Terrence Lynch, General Counsel

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY, signing by and through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor, authorized to execute same by Board action on the ____ day of _____, 2019, and BROWARD SHERIFF'S OFFICE, signing by and through its representative duly authorized to execute the same:

COUNTY

BROWARD COUNTY, through its Board of County Commissioners

By: _____
Mark Bogen, Mayor

_____ day of _____, 2019

Reviewed and approved as to form:
Andrew J. Meyers, County Attorney

By Sandy Steed 4/4/19
Sandy Steed, Assistant County Attorney

By Karen S. Gordon 4/4/19
Karen S. Gordon, Senior Assistant County Attorney

EXHIBIT A - SCOPE OF SERVICES

I. Scope of Services

SUBRECIPIENT agrees to provide peer mentoring services to nonfatal overdose patients receiving emergency services at Broward General.

II. Requirements

2.1 The SUBRECIPIENT will hire, train and supervise four (4) full time CPRSs.

2.2 The SUBRECIPIENT will provide clinical supervision to the CPRSs by a trained licensed clinical supervisor.

2.3 The SUBRECIPIENT will provide a laptop and cell phone to each CPRS.

2.4 The SUBRECIPIENT will develop a system of protocols and procedures with the Broward Health System hospitals to dispatch a CPRS to the identified hospital. The SUBRECIPIENT may choose to participate in the Central Receiving Center's established process for dispatching CPRS.

2.5 The SUBRECIPIENT will have a CPRS available 24/7 to respond to the identified hospital whenever an overdose occurs.

2.6 The SUBRECIPIENT's CPRS will meet with the patient and patient's family members in an attempt to engage the patient in treatment and link them to services. If the patient agrees to services they will become a patient of BARC.

2.7 The SUBRECIPIENT's CPRS will schedule the appointment for the patient to have an assessment done at BARC's detoxification facility prior to leaving the emergency room.

2.8 The SUBRECIPIENT's CPRS will distribute NARCAN kits to the patient and/or their family members. They will educate the recipients on the use of the product.

2.9 The SUBRECIPIENT's CPRS will follow up with all patients agreeing to services to ensure that they are keeping and/or have kept their appointment and that the patients are engaged in treatment.

2.10 The SUBRECIPIENT's CPRS will participate in in-home welfare visits for patients that did not follow through with treatment.

2.11 During the in-home welfare visit, the CPRS will reeducate the patient and the patient's family members on overdose prevention and schedule a second appointment for services.

2.12 BARC will provide a Clinical Supervisor who will devote approximately 35% of his/her time to this Program. The Clinical Supervisor will provide supervision, training, and coaching to the CPRS staff.

2.13 BARC will provide a Special Projects Coordinator who will devote approximately 10% of his/her time to this Program. The Special Projects Coordinator will be responsible for tracking all data as it relates to this Program as well as tracking project outcomes. This information will be reported to SHERIFF'S Department of Community Programs and to SHERIFF'S Grants Management Division for entry into the required grant tracking program.

2.14 BARC will work toward meeting the following Program measurable objectives and provide the required data to monitor the achievement of the objectives:

- Engage 85% of the patients presenting to the emergency room into treatment and recovery resources;
- Provide education overdose prevention to 150 patients who are engaged by a CPRS;
- Re-Engage 70% of the patients not engaged in treatment after emergency room discharge back into treatment through welfare visits; and
- Reduce the number of repeated overdoses to the hospital emergency room by 25%

III. Maximum payment for services

3.1 The maximum total dollar amount for all services to be provided shall not exceed \$230,482 in each twelve (12) month period of the term. Funding will be prorated for any partial years. Funding is designated as follows:

3.1.1 Annual Salary for each CPRS shall not exceed \$37,558. This is a total annual salary cost for four (4) positions of \$150,232.

3.1.2 Annual Benefit for each CPRS shall not exceed \$16,792.50. This is a total benefit cost for four (4) positions of \$67,170.

3.1.3 Local travel needed to attend local meetings, project activities, and training events for all CPRS will not exceed a total cost of \$5,000. Reimbursement is \$.45 per mile.

3.1.4 Purchase of four (4) laptops for CPRS staff shall not exceed \$1,300 per laptop. The total authorized for this purchase is \$5,200.

3.1.5 Purchase of four (4) cell phones and mobile use shall not exceed \$2,880.

3.2 Reimbursement will be for the actual cost of each item up to the maximum amount authorized. SHERIFF will purchase and provide to SUBRECIPIENT the NARCAN that the CPRS will distribute to patients and their families, subject to Grant funding.