



AGREEMENT SUMMARY

1. Other Contracting Party:

State of Florida Department of Health

2. Proposed Action:

[X] New Contract [] Amendment, Number [] Renewal [] Extension

3. Document Type (select one):

Letter of Agreement ("LOA")

4. Purpose/Description: The purpose of the LOA is to establish the parties' duties related to the Board of Broward County Commissioners (BCC) authorization and approval of a sterile needle and syringe exchange program in accordance with section 381.0038(4), Florida Statutes. This program will allow the free exchange of clean, unused needles and hypodermic syringes for used needles to prevent the transmission of HIV, AIDS, viral hepatitis, or other blood-borne diseases.

5. Special Provisions (select if applicable):

[] Living Wage Program [] SBE Sheltered Market Program
[] Workforce Investment Pilot Program [] M/WBE Program
[] Federal DBE/ACDBE program [] In-Kind Match Required: \$ _____ or _____ %
[] CBE Program [] Cash Match Required: \$ _____ or _____ %

6.a. Effective Dates (for new agreements only):

Start : Date of last signature
End: None

6.b. Effective Dates (amendments only):

[] No Change
[] End date has changed from _____ to _____.
[] Term has from _____ to _____.

7. Contract Administrator:

Name: Darrell Cunningham
Phone: 954-357-6398

8. Contract Type:

[] Cost reimbursement [] Open-end
[] Firm fixed price [] Time and materials
[] Performance-based [X] Other

9.a. Contract Value (new contracts)

Table with 2 columns: Description, Value. Rows: Actual/Estimated, Base amount (0), Reimbursables (0), Optional Services (0), Total contract value (0).

9.b. Contract Value (amendments only)

Table with 2 columns: Description, Value. Rows: No change/Actual/Estimated, Original approved contract value, Approved previous adjustments, Value of this action, Amended total contract value.

10. Payment Method

[] Lump Sum Payment
[] Milestone or Progress-Based
[] Scheduled or Time-Based
[X] Other No charge

11. Payment Terms

THERE ARE NO PAYMENT TERMS. BOTH PARTIES WILL PERFORM THEIR RESPECTIVE OBLIGATIONS SET FORTH IN THIS AGREEMENT AT NO COST TO EACH OTHER.

12. Cost Adjustment

[] Not Applicable [] Fixed Percentage - ___% [] Actual Cost
[] CPI or other Index [] Fixed Amount - \$_____ [] Other:

13. Equity Program Participation Summary

a. County established M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal for this action or project: N/A
b. Contractor-committed M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal planned for this action or project: N/A
c. M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation to date: N/A

14. Renewal or Extension Terms:

NOT APPLICABLE

15. Termination and Cancellation Provisions

For Cause: NONE
For Convenience: NONE
THE AGREEMENT MAYBE TERMINATED BY EITHER PARTY UPON 45 CALENDAR DAYS' WRITTEN NOTICE, WITHOUT CAUSE, UNLESS A LESSER TIME IS MUTUALLY AGREED UPON BY PARTIES. TERMINATION MAY NOT OCCUR WHERE PROHIBITED BY STATE OR FEDERAL LAW.

16. Deliverables, milestones or scope of this action:

1. Execute a contract with one or more entities to serve as the Exchange Program Operator and provide a copy of the agreement to DOH within 45 days of execution; 2. Enlist the local county health department to provide ongoing advice, consultation, and recommendations related to the operation of the Exchange; 3. Have the Exchange Program Operator implement the Exchange Program consistent with section 381.0038(4)(b) including a). Develop an oversight and accountability system; b). Provide for maximum security of sites; c). Operate a one-to-one exchange; d). Make available education materials; e). Provide onsite counseling or written referrals for drug abuse prevention, education, and treatment, and provide onsite HIV and viral hepatitis screening or give written referrals for screenings, f). Provide kits containing an emergency opioid antagonist; g). Collect Exchange Program data for annual reporting; and h) Prepare an annual Exchange Program Data Report.

17. List terms, considerations or deviations from standard county form.

Not applicable