

**AGREEMENT BETWEEN BROWARD COUNTY AND
CARE RESOURCE COMMUNITY HEALTH CENTERS INCORPORATED
FOR STERILE NEEDLE AND SYRINGE EXCHANGE PROGRAM**

Agreement #22-CP-HCS-SSEP-01

This agreement ("Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Care Resource Community Health Centers Incorporated, an active Florida nonprofit corporation ("Provider"). County and Provider are each a "Party" and collectively referred to as the "Parties."

RECITALS

- A. The Florida Legislature permits County to authorize a sterile needle and syringe exchange program to operate within its county boundaries in accordance with Section 381.0038(4), Florida Statutes.
- B. The Board of County Commissioners of Broward County enacted Ordinance Number 2019-40 on December 3, 2019, to authorize operation of such program in Broward County.
- C. Provider is a 501(c)(3) HIV/AIDS service organization qualified to operate the program which offers free, clean needles and hypodermic syringes in exchange for used needles and hypodermic syringes as a means to prevent the transmission of HIV, AIDS, viral hepatitis, or other blood-borne diseases among intravenous drug users, their sexual partners, and offspring. This service is not offered in Broward County by any other public or private source.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.2 **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.3 **Clients** means individuals located in Broward County participating in the sterile needle and syringe exchange program, as further described in Article 3 and Exhibit C, Scope of Services.
- 1.4 **Contract Administrator** means the Broward County Administrator, the director or deputy director of the Broward County Human Services Department, or the director of the Community Partnerships Division. The Contract Administrator will coordinate and communicate with Provider and manage execution and completion of the Scope of Services and the terms and conditions of this Agreement.

- 1.5 **HSD** means the Broward County Human Services Department.
- 1.6 **Program** means the services described in Article 3 and Exhibit C of this Agreement.

ARTICLE 2. TERM OF AGREEMENT

The term of this Agreement begins and ends on the dates specified in Exhibit A, Agreement Specifications. The Contract Administrator may renew this Agreement for up to four (4) one-year periods (each an "Option Period") as specified in Exhibit A. The Contract Administrator must notify Provider of renewal, in writing, no less than five (5) days prior to the expiration of the then-current term of the Agreement. However, this Agreement may be terminated in accordance with the provisions contained in the TERMINATION section below.

ARTICLE 3. SCOPE OF SERVICES

- 3.1 Provider must perform all services under this Agreement including, without limitation, the services set forth in Exhibit C, Scope of Services. The Scope of Services is a description of Provider's obligations and responsibilities and includes preliminary considerations, prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the services described that exclusion would render Provider's performance impractical, illogical, or unconscionable.
- 3.2 Provider must notify County in writing prior to the proposed addition of new service sites/locations no less than thirty (30) days prior to such change, in accordance with the NOTICES section of this Agreement. No such opening or closing may occur without County's prior written consent, which consent will not be unreasonably withheld.

ARTICLE 4. COMPENSATION

In accordance with Section 381.0038(4)(f), Florida Statutes, state, county, or municipal funds may not be used to operate sterile needle and syringe exchange programs. These programs must be funded through grants and donations from private resources and funds. The Parties hereby acknowledge that this is a nonfinancial Agreement.

ARTICLE 5. DESIGNATED REPRESENTATIVES AND EMPOWERMENT

County's representative is the Division Director of the Community Partnerships Division. The Provider's Chief Executive Officer is responsible for administration of services under this Agreement, as specified in Exhibit A, Agreement Specifications.

ARTICLE 6. TERMINATION

- 6.1 This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by the Board. The HSD director or deputy director may also terminate this Agreement for convenience when Provider closes its business operations or otherwise

ceases to exist, and the HSD director or deputy director determines that immediate action is required by County. Termination for convenience by the Board or by the HSD director or deputy director will be effective on the termination date stated in the written notice provided by County, which termination date will be not less than thirty (30) days after the date of such written notice. Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in all other instances, termination for cause may be effected by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination will be deemed a termination for convenience and will be effective thirty (30) days after such notice of termination for cause is provided and Provider will be eligible for the compensation provided in Section 6.4 as its sole remedy.

- 6.2 This Agreement may be terminated for cause by County for reasons including but not limited to Provider's failure to suitably or continuously perform the services in a manner calculated to meet or accomplish the objectives in this Agreement.
- 6.3 Notice of termination must be provided in accordance with the NOTICES" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice through the Contract Administrator that will be promptly confirmed in writing.
- 6.4 Provider acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience in the form of County's obligation to provide advance notice to Provider of such termination in accordance with Section 6.1.
- 6.5 In addition to any termination rights stated in this Agreement, County is entitled to seek any and all available contractual or other remedies available at law or in equity.

ARTICLE 7. INSURANCE

Provider must maintain insurance coverage as specified in Exhibit F, Insurance Requirements.

ARTICLE 8. EQUAL EMPLOYMENT OPPORTUNITY

No Party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Provider must include the foregoing or similar language in its contracts with any subcontractors, except that any project

assisted by the U.S. Department of Transportation funds must comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

ARTICLE 9. INDEMNIFICATION

Provider must indemnify, hold harmless, and defend County and all of County's current, former, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of Provider, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Provider must, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend the Indemnified Party. The obligations of this section survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Provider under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld will not be subject to payment of interest by County.

ARTICLE 10. REPRESENTATIONS AND WARRANTIES

- 10.1 Representation of Authority. Provider represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Provider, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Provider has with any third party or violates Applicable Law. Provider further represents and warrants that execution of this Agreement is within Provider's legal powers, and each individual executing this Agreement on behalf of Provider is duly authorized by all necessary and appropriate action to do so on behalf of Provider and does so with full legal authority.
- 10.2 Warranty of Performance. Provider represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all services, and that each person and entity that will provide services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the areas for which such person or entity will render such services. Provider represents and warrants that the services will be performed in a skillful and respectful manner, and that the quality of all such services will equal or exceed prevailing industry standards for the provision of such services.
- 10.3 Prohibited Telecommunications Equipment. Provider represents and certifies that it and its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26. Provider represents and certifies that Provider

and its subcontractors will not provide or use such covered telecommunications equipment, system, or services during the term of the Agreement.

- 10.4 Breach of Representations. Provider acknowledges that County is materially relying on the representations, warranties, and certifications of Provider stated in this article, and County is entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (i) recovery of damages incurred, (ii) termination of this Agreement without any further liability to Provider, (iii) set off from any amounts due Provider the full amount of any damage incurred, and (iv) debarment of Provider.

ARTICLE 11. MISCELLANEOUS

- 11.1 Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Provider in connection with performing services, whether finished or unfinished ("Documents and Work"), will be owned by County and Provider hereby transfers to County all rights, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work will become the property of County and must be delivered by Provider to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to Provider may be withheld until all Documents and Work are received as provided in this Agreement. Provider must ensure that the requirements of this section are included in all agreements with its subcontractors.
- 11.2 Public Records. To the extent Provider is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Provider must:
- 11.2.1 Keep and maintain public records required by County to perform the services under this Agreement;
 - 11.2.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
 - 11.2.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of the Agreement and after completion or termination of the Agreement if the records are not transferred to County; and
 - 11.2.4 Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Provider or keep and maintain public records required by County to perform the services. If Provider transfers the records to County, Provider must destroy any duplicate public records that are (i) exempt or (ii) confidential and exempt. If Provider keeps and maintains the public records, Provider must meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, which will be responsible for responding to any such public records requests. Provider must provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Provider contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Provider must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Provider as Trade Secret Materials, County will refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Provider. Provider must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6396, SBEEBE@BROWARD.ORG, 115 S. ANDREWS AVENUE, SUITE A-360, FORT LAUDERDALE, FLORIDA 33301.

- 11.3 Audit Rights and Retention of Records. County has the right to audit the books, records, and accounts of Provider and its subcontractors that are related to this Agreement. Provider and its subcontractors must keep books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts of Provider and its subcontractors must be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Provider or its subcontractor must make available in written form at no cost to County.

Provider and its subcontractors must preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit and inspection in accordance with this section may be performed by any County representative (including any outside representative engaged by County). Provider hereby grants the right to conduct such audit or review at Provider's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts will be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Provider in excess of five percent (5%) of the total contract billings reviewed by County, in addition to making adjustments for the overcharges, Provider must pay the actual cost of County's audit or, if the actual cost is unreasonably high, the reasonable cost. Any adjustments or payments due as a result of such audit or inspection must be made within thirty (30) days after presentation of County's findings to Provider.

Provider must ensure that the requirements of this section are included in all agreements with its subcontractors.

- 11.4 Independent Contractor. Provider is an independent contractor of County, and nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties. In providing services, neither Provider nor its agents will act as officers, employees, or agents of County. Provider does not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.
- 11.5 Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law will have occurred under County's regulatory authority as a governmental body separate and apart from this Agreement and will not be attributable in any manner to County as a Party to this Agreement.
- 11.6 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL WILL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS WILL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**
- 11.7 Amendments. Unless expressly authorized in this Agreement, no modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Provider.

- 11.8 Materiality and Waiver of Breach. Each requirement, duty, and obligation in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.
- 11.9 Compliance with Laws. Provider and the services it provides must comply with all Applicable Law, including, without limitation, Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.
- 11.10 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect.
- 11.11 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained in this written document.
- 11.12 Assignment. All subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Provider without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section will be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.
- 11.13 Conflicts. Neither Provider nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Provider's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

During the term of this Agreement, none of Provider's officers or employees will serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Provider is not a party, unless compelled by legal process. Further, such person will not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The

limitations of this section will not preclude Provider or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding.

If Provider is permitted, under this Agreement, to utilize subcontractors to perform any services required by this Agreement, Provider must require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Provider.

- 11.14 Joint Preparation. This Agreement has been jointly prepared by the Parties and will not be construed more strictly against either Party.
- 11.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated into this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 will prevail and be given effect.
- 11.16 Third-Party Beneficiaries. Neither Provider nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party is entitled to assert a right or claim against either of them based upon this Agreement.
- 11.17 Notices. For a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and is effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice will remain as set forth below unless and until changed by providing notice of such change in accordance with this section.

For County:

Broward County Community Partnerships Division
Attn: Director
Governmental Center, Room A370
115 South Andrews Avenue
Fort Lauderdale, FL 33301

For Provider:

Care Resource Community Health Centers Incorporated
Attn: Chief Executive Officer
3510 Biscayne Blvd. Suite 300
Miami, FL 33137

- 11.18 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular includes the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is

made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections of the section or article, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

The Parties understand and accept the need for consistent interpretation of provider-related agreements funded by County. If the Contract Administrator identifies a programmatic contractual issue that requires interpretation, the Contract Administrator will issue in writing interpretations to all program providers. If Provider identifies a programmatic contract provision that requires interpretation in order for Provider to understand its obligations, Provider will submit, in writing, to the Contract Administrator a specific request for interpretation. The Contract Administrator will provide a written response to Provider within a reasonable time after any request by Provider for an interpretation. The Contract Administrator’s programmatic interpretations will be conclusive and final.

- 11.19 Use of County Logo. Provider must not use County’s name, logo, or otherwise refer to this Agreement in marketing or publicity materials without prior written consent from County.
- 11.20 Renegotiation. The Parties agree to renegotiate this Agreement if revision of any Applicable Law or increase or decrease in allocations (if applicable) makes changes in this Agreement necessary.
- 11.21 HIPAA Compliance. County has access to protected health information (“PHI”) that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Provider is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) or the Health Information Technology for Economic and Clinical Health Act (“HITECH”), Provider must fully protect individually identifiable health information as required by HIPAA or HITECH, and if requested by County, Provider must execute a Business Associate Agreement in the form provided by the Contract Administrator for the purpose of complying with HIPAA, HITECH, or other Applicable Law. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Provider must handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its “Notice of Privacy Practices” notice of Provider’s and County’s uses of Client’s PHI. The requirement to comply with this provision, HIPAA, and HITECH survives the expiration or earlier termination of this Agreement. Provider must ensure that the requirements of this section are included in all agreements with its subcontractors.
- 11.22 Incorporation by Reference. The attached exhibits, attachments, and other documents referenced in this Agreement are incorporated and made a part of this Agreement.
- 11.23 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the 1st day of June 2021, and Care Resource Community Health Centers Incorporated, signing by and through its Chief Executive Officer, duly authorized to execute same.

COUNTY

Broward County, by and through
its County Administrator

By: _____
Monica Cepero, County Administrator

_____ day of _____, 2022

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

By: _____
Ronald J. Honick, III (Date)
Assistant County Attorney

RJH/bh
CRC-22-CP-HCS-SSEP-01
08/08/2022
#60070

AGREEMENT BETWEEN BROWARD COUNTY AND CARE RESOURCE COMMUNITY HEALTH CENTERS
INCORPORATED, FOR SAFE SYRINGE EXCHANGE PROGRAM

PROVIDER

Care Resource Community Health Centers Incorporated

By: _____
Richard Siclari, Chief Executive Officer

_____ day of _____, 2022

WITNESS/ATTEST:

Corporate Secretary or other witness

Print/Type name and title above

EXHIBIT A – AGREEMENT SPECIFICATIONS

Agreement #: 22-CP-HCS-SSEP-01

- I. Administering Division: Community Partnerships
- II. Agreement Term (Beginning and Ending Dates):
- A. Initial Term: Commences on execution of this Agreement and ends on September 30, 2023
 - B. Option Period 1: If exercised, commences on October 1, 2023, and ends on September 30, 2024
 - C. Option Period 2: If exercised, commences on October 1, 2024, and ends on September 30, 2025
 - D. Option Period 3: If exercised, commences on October 1, 2025, and ends on September 30, 2026
- III. Maximum Funding Amounts:
- A. Initial Term: \$ 0
 - B. Option Period 1: \$ 0
 - C. Option Period 2: \$ 0
 - D. Option Period 3: \$ 0
 - E. Option Period 4: \$ 0
 - F. Extension: \$ 0
- IV. Provider's Representative: Chief Executive Officer
- V. Official Notification Designations:
- A. For County: Deputy Director, Human Services Department
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
kboostick@broward.org
 - B. For Provider: President/CEO, Care Resource Community Health Centers Incorporated
3810 Biscayne Blvd., Suite 220
Miami, Florida 33137
(305) 576-1234
rsiclari@careresource.org
- VI. Client Co-pay: ☐ Required ☒ Not required
- VII. Match: ☐ Required ☒ Not required because County funds cannot be used for this program.
- VIII. Required Insurance Coverage (**nongovernmental entities only**):
- | | | |
|--|--|---------------------------------|
| A. Commercial or General Liability: | ☒ Required | ☐ Waived |
| B. Business Automobile Liability: | ☒ Required | ☐ Waived |
| C. Professional Liability: | ☒ Required | ☐ Waived |
| D. Workers' Compensation & Employer's Liability: | ☒ Required | ☐ Waived |
| E. Other: N/A | ☐ Required | |
- IX. RFP/RLI/RFA Date: N/A; Published Title: N/A

EXHIBIT B – CERTIFICATION OF EMPOWERMENT

Agreement #: 22-CP-HCS-SSEP-01

(Name and Title Typewritten)

is duly authorized to sign this Agreement on behalf of Care Resource Community Health Centers Incorporated ("Provider"), and any amendments to this Agreement between County and Provider. The signature of the above-named person in this Agreement on behalf of Provider binds Provider to the terms and conditions of this Agreement and its amendments.

This authorization is conferred upon the individual listed above in accordance with *(enter the authorizing body, legislation, regulation, code, or equivalent, including the date of such authorization, and provide a copy of supporting documentation, such as Board of Directors' meeting minutes, the authorizing statute, etc.):*

Appearing below is a sample of the authorized signature.

Authorized Signature

Date

Witness Signature:

Signature _____

Name _____
Print or Type Name

Date _____

Witness Signature:

Signature _____

Name _____
Print or Type Name

Date _____

EXHIBIT C – SCOPE OF SERVICES

Agreement #: 22-CP-HCS-SSEP-01

Provider: Care Resource Community Health Centers Incorporated

Program: Sterile Needle and Syringe Exchange Program

Program #: 1

I. Scope of Services

- A. Program Description: Provider will operate a mobile sterile needle and syringe exchange program (the “Program”) within Broward County to assist in eliminating infectious diseases. Through the Program, Provider will offer free, clean, unused needles and hypodermic syringes in exchange for used needles and hypodermic syringes as a means to prevent the transmission of HIV, AIDS, viral hepatitis, and other blood-borne diseases among intravenous drug users and their sexual partners and offspring.
- B. Population of Focus: Individuals who meet the Eligibility Criteria below.
- C. Eligibility Criteria: In order to qualify for this Program, an individual must:
 - 1. Be 18 years of age or older,
 - 2. Be located in Broward County, and
 - 3. Need free exchange of a clean needle or hypodermic syringe.
- D. Standards and Other Requirements: Provider must adhere to the standards and other requirements below:
 - 1. Standards:
 - a. Provider will operate a one-to-one exchange whereby the Client will receive one free, sterile, unused needle and hypodermic syringe unit in exchange for each used needle or hypodermic syringe unit.
 - b. Provider must provide for maximum security of sites where needles and syringes are exchanged and of any equipment used under the Program and must establish written security procedures. The written security procedures must include, at a minimum, an accounting of the number of needles and syringes in use, the number of needles and syringes in storage, safe disposal of returned needles, and any other measure that may be required to control the use and dispersal of sterile needles and syringes.
 - c. Provider must make available educational materials regarding the transmission of HIV, viral hepatitis, and other blood-borne diseases. Provider must offer such materials to Clients whenever needles or syringes are exchanged.
 - d. Provider must provide onsite counseling or referrals for drug abuse prevention, education, and treatment, and provide onsite HIV and viral hepatitis screening or referrals for such screening. If such services are offered solely by referral, they must be made available to Clients within 72 hours.
 - e. Provider must support and facilitate, to the maximum extent practicable, linkage to health care and mental health services, housing assistance, and employment and education counseling for Clients.

- f. Provider must provide kits containing an emergency opioid antagonist, as defined in Section 381.887, Florida Statutes, or provide referrals to a program within Broward County that can provide such kits.
- g. Provider must provide services at accessible locations and times and must maintain a complete list of service locations to be available upon request from County.
- h. Provider must notify County in writing prior to the proposed addition of new service sites/locations no less than thirty (30) days prior to such change, in accordance with the NOTICES section of this Agreement. No such opening or closing may occur without County's prior written consent, which consent will not be unreasonably withheld.
- i. Provider must retain, during the term of this Agreement, a 501(c)(3) HIV/AIDS service organization status. If there is a change in status of any facility where Provider provides services under this Agreement, Provider must furnish notice to County within ten (10) calendar days from the date Provider received notice of such change. Failure to retain a 501(c)(3) HIV/AIDS status will be a material breach of this Agreement and may result in termination of the Agreement in accordance with the TERMINATION section.
- j. Provider must incorporate mechanisms to track the Program data compliance as required by the Florida Department of Health ("FDOH") and Contract Administrator.
- k. Provider must submit an annual report ("County Commission Report") to the Contract Administrator and FDOH. The report must include, at a minimum:
 - i. The number of Clients served;
 - ii. The number of used needles and syringes received;
 - iii. The number of clean, unused needles and syringes distributed;
 - iv. Demographic profiles of the Clients served;
 - v. The number of Clients entering drug counseling or treatment;
 - vi. The number of Clients receiving testing for HIV, viral hepatitis, and other blood-borne diseases; and
 - vii. Any other data required under FDOH rule.
- l. The annual report must be submitted to the following:

Mara Michniewicz, MPH, Prevention Program Manager
HIV/AIDS Section, Bureau of Communicable Diseases
Division of Disease Control and Health Protections
Florida Department of Health
4052 Bald Cypress Way, Bin A-09,
Tallahassee, Florida 32399
- m. Oversight and Accountability: The annual Program goals are a five (5) percent reduction in the annual transmission rate and a five (5) percent increase in Clients served, calculated by comparison to the prior year. The annual transmission rate

comparison must be calculated by Provider and must be based on the statistics maintained by the Florida Department of Health.

- i. The goals and objectives of the Program will be tracked by the Contract Administrator on a quarterly basis to ensure adherence to the requirements of section 381.0038(4)(b), Florida Statutes and Broward County Ordinance 15-13(f)(2)(a-e).
 - ii. Provider must prepare and submit quarterly reports to the Contract Administrator on the 15th day of each month following the end of a quarter (specifically, January 15th, April 15th, July 15th, and October 15th). The Contract Administrator will use these reports to monitor Provider's progress toward the goals and objectives of the Program.
 - iii. The quarterly reports must contain, at a minimum:
 - a. The number of Clients served the prior fiscal year and the number of Clients served during the current fiscal year;
 - b. The number of used needles and syringes received by Provider, and the number of clean unused needles and syringes distributed by Provider through exchange with Clients;
 - c. The number of on-site counseling or referrals for drug abuse prevention, education, treatment, and recovery were done;
 - d. The number of healthcare and mental health services facilitated for Clients;
 - e. The number of kits provided containing an emergency opioid antagonist and/or the number of referrals to a program that provides such kits; and
 - f. The number of Clients receiving testing for HIV/AIDS, viral hepatitis, or other blood-borne diseases.
 - iv. Failure to comply with any part of this section will be a material breach of this Agreement and may result in termination of the Agreement in accordance with the TERMINATION section.
 - n. Provider must comply with all reporting requirements identified in Exhibits D and E.
 - o. Provider must not collect, for any purpose, any personal identifying information from Clients during the provision of services under this Program.
 - p. If applicable, the terms and conditions pertaining to Provider's use of any facility belonging to County will be set forth in a separate agreement.
 - q. Provider must immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline or the statewide toll-free telephone number (1-800-96ABUSE), in accordance with Chapters 39 and 415, Florida Statutes, as amended. This provision is binding upon both Provider and its employees.
2. Other Requirements:
- a. Provider must complete and submit an annual work plan to County. This work plan must include which locations Provider used for provision of services, which locations

Provider intends to be used for future provision of services, and a description of Provider's outreach activities.

- b. Provider must maintain and update a Continuity of Operations Plan ("COOP") that establishes policy and guidance to ensure performance of functions essential to services identified in this Agreement during (and after) a declared disaster or pandemic. Provider must provide the Contract Administrator with a copy of its COOP upon execution of this Agreement and annually on April 15th.
- c. Provider is strongly encouraged to participate in racial equity efforts by registering for and attending County's Dismantling Racism Initiative ("DRI") workshops. If Provider will participate in County's DRI workshops, then Provider must submit to County a list of all staff to be registered for the workshops after execution of this Agreement.

[Remainder of Page Intentionally Left Blank]

EXHIBIT D – REQUIRED REPORTS AND SUBMISSION DATES

Report	Due Date/Frequency	# Copies
Equal Employment Opportunity Policy	Due prior to execution and upon revision by Provider	1 copy
Americans with Disabilities Act Policy		1 copy
Nondiscrimination Policy, if applicable		1 copy
Certificate of Insurance		1 copy
Monthly Data Report (Exhibit E)	Due on the 15th of the month	1 copy
County Commission Report	Due annually on August 1	1 copy
Certification of Coverage	Due at time of this Agreement's term extension or renewal via Option Period; submit to Contract Administrator	1 copy
Audited Financial Statement	Due within 120 days after the close of Provider's fiscal year end; submit to Contract Administrator	1 copy
State Financial Assistance Reporting Package (if applicable)		1 copy
Monitoring or Accreditation Reports from other agencies or funding sources	Due within 30 days of receipt	1 copy
Incident Reports	Due within 24 hours of the incident.	1 copy

Note: Failure to submit the foregoing reports on or before the due date will result in the suspension of any payments due by County to Provider.

EXHIBIT E
Fiscal Years 2020 – 2022

CARE RESOURCE COMMUNITY HEALTH CENTERS INCORPORATED

(Note: Provider may use their own generated form which includes the parameters listed below. Form may be submitted electronically.)

THE BROWARD COUNTY SAFE SYRINGE EXCHANGE PROGRAM MONTHLY DATA REPORT

Date:

Criteria Being Measured	Number of Clients Meeting the Criteria
Total number of Clients	
Age (mean, SD)	
Gender (n, %)	
Male	
Female	
Race/Ethnicity	
Non-Hispanic White	
Non-Hispanic Black	
Hispanic	
Number Self-reporting HIV Positive	
Number of HIV tests provided	
Number of HIV positive tests	
HIV infection rate of those who agreed to be tested	
Number receiving referrals for HIV testing	
Number Self-reporting Hepatitis C Virus (HCV) Positive at Enrollment	
Number of HCV tests provided	
Number of HCV positive tests	
HCV infection rate of those who agreed to be tested	
Number receiving referrals for HCV testing	
Number receiving testing for other blood-borne diseases	
Number receiving referrals for other blood-borne diseases testing	
Total number of exchanges	
Total needles in	
Total needles out	
Syringe Return Ratio (needles in/needles out)	
Difference in needles in and needles out	
Narcan distributed (boxes)	
Narcan reversals (self-reported)	

EXHIBIT F INSURANCE REQUIREMENTS

Project: Sterile Needle and Syringe Exchange Program

Agency: Human Services Department

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☐ XCU Explosion/Collapse/Underground ☒ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☒	☒	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	 \$1,000,000 	 \$2,000,000
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	 \$500,000 	
☐ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
☒ WORKER'S COMPENSATION	N/A	☒	Each Accident	STATUTORY LIMITS	
☒ EMPLOYER'S LIABILITY			Each Accident	\$500,000	
☐ CYBER LIABILITY	N/A		Each Claim:		
			*Maximum Deductible:	\$100,000	
☒ PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A		Each Claim:	\$1,000,000	\$2,000,000
			*Maximum Deductible:	\$100,000	
☐ CRIME / EMPLOYEE DISHONESTY			Each Claim:		

Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors' insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301


 Digitally signed by
 COLLEEN A. POUNALL
 Date: 2021.10.18
 12:49:25 -04'00'

 Risk Management Division