

FOURTH AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE SHERIFF OF BROWARD COUNTY, FLORIDA
AND
BROWARD COUNTY, FLORIDA

This is a FOURTH AMENDMENT entered into by and between THE SHERIFF OF BROWARD COUNTY, FLORIDA, ("SHERIFF"), and BROWARD COUNTY, FLORIDA, ("SUBRECIPIENT"), (collectively referred to as the "Parties").

Recitals:

WHEREAS, on or about May 22, 2019, the Parties entered into a Subaward Agreement for the SUBRECIPIENT to provide four (4) Certified Peer Recovery Specialists as part of the United States Department of Health and Human Services federal grant award, 6H79SP080310-01M001, FAIN H79SP080310, to SHERIFF to support substance abuse detoxification and treatment services at the North Broward Hospital District d/b/a Broward Health; and

WHEREAS, the Parties entered into a First Amendment dated on or about October 29, 2019 to extend the term for one (1) option period causing the agreement to expire on or about September 29, 2020; and

WHEREAS, the Parties entered into a Second Amendment dated on or about November 3, 2020 to extend the term for a second option period causing the agreement to expire on or about September 29, 2021; to increase the total compensation; to amend the Parties performance and scope of services; and to allow for continued services through the extended term; and

WHEREAS, the Parties entered into a Third Amendment dated on or about October 7, 2021 to extend the term of the agreement one (1) option period, causing the agreement to expire on or about September 29, 2022 (the agreement, First Amendment, Second Amendment and Third Amendment are collectively referred herein as the "Agreement"); and

WHEREAS, SHERIFF applied for and secured a twelve (12) month no-cost extension of the Grant under a new award number, and therefore requires additional twelve (12) months of services from SUBRECIPIENT, pursuant to the Agreement; and

WHEREAS, the Parties now mutually desire to amend the Agreement to reflect the new grant award number, add a fourth renewal option for a period of twelve (12) months, and to exercise that fourth renewal option to extend the term causing the Agreement to expire on or about September 29, 2023 allowing for continued services through the extended term; and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and other good and valuable consideration of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. The second Whereas clause of the Agreement is hereby deleted in its entirety and replaced with the following:

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 either in-patient treatment, at a BARC facility, or out-patient treatment for patients being discharged for non-fatal opioid overdoses to help combat the numerous re-admissions and to reduce overdose deaths ("Program"); and SHERIFF has applied for and secured a twelve (12) months no-cost extension extending the budget and project period from September 29, 2022 to September 29, 2023 of the aforementioned grant under the award number 6H79SP080310-04M002, FAIN H79SP080310, with a federal award date of September 1, 2022, allowing for continued services under this agreement; and

3. Section IV ("Term") of the Agreement is hereby deleted in its entirety and replaced with the following:

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 four (4) 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; the third option period commencing September 30, 2021 through September 29, 2022; and the fourth option period commencing September 30, 2022 through September 29, 2023.

4. Pursuant to the amended Section IV ("Term"), the Parties agree to exercise the Fourth option period commencing September 30, 2022 through September 29, 2023.

5. The terms and conditions in Section V (“Consideration”) of the Agreement, as set forth by the Second Amendment, shall remain the same for the fourth option period, and the total compensation payable to SUBRECIPIENT and the total amount of the federal funds obligated from the Grant to be payable to the SUBRECIPIENT shall not exceed **Two Hundred Thirty-eight Thousand, Seven Hundred Thirty-six Dollars and 00/100 cents (\$238,736.00)** without the SHERIFF’S express written authorization.
6. Exhibit A of the Agreement is hereby deleted and replaced with the attached “Exhibit A-1”.
7. This Fourth Amendment shall be effective September 30, 2022.
8. Except as modified herein, the terms and conditions of the Agreement shall remain in full force and effect.
9. Preparation of this Fourth Amendment is a joint effort of the Parties.
10. The Parties agree for purposes of this Amendment, the Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in “portable document format” (“.pdf”) form are acceptable and shall constitute effective execution and delivery of this Amendment as to the Parties and may be used in lieu of the original Amendment for all purposes. Signatures of the Parties transmitted by facsimile, e-mail or digital format shall be deemed to be their original signatures for all purposes.

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**FOURTH AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE SHERIFF
OF BROWARD COUNTY, FLORIDA AND BROWARD COUNTY, FLORIDA.**

IN WITNESS WHEREOF, the Parties execute this Fourth Amendment on the date(s)
set forth below:

THE SHERIFF OF BROWARD COUNTY, FLORIDA

By: _____
Colonel Josefa Benjamin
Executive Director
DOD and Community Programs

Date: _____

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

By: _____
Terrence Lynch
General Counsel/Executive Director
Office of the General Counsel

Date: _____

BROWARD COUNTY, FLORIDA

By: _____
Monica Cepero
County Administrator

Date: _____

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

By: _____

Date: _____

EXHIBIT A-1
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 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.

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

2.10 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.

2.11 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.

2.12 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.

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

- *Peers Engage with 85% of the patients presenting in the Emergency Room with opiate overdoses;*
- *Provide education on overdose prevention to 90% of patients who are engaged by a CPRS;*
- *Follow-up with 70% of the patients who refused services through welfare checks within 30 days of initial contact; and*
- *Prevent repeated overdoses to the hospital emergency room – no more than 25% of patients who were initially engaged by BARC Peers will have repeat overdoses.*

III. Maximum payment for services

3.1 The maximum total dollar amount for all services to be provided shall not exceed \$238,736 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 \$38,685.00. This is a total annual salary cost for four (4) positions of \$154,740.00.

3.1.2 Annual Benefit for each CPRS shall not exceed \$19,144.00. This is a total benefit cost for four (4) positions of \$76,576.00.

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 \$500.00. Reimbursement is \$0.45 per mile.

3.1.4 Purchase of laptops/tablets for CPRS staff shall not exceed \$700.00 per laptop. The total authorized for this purchase is \$2,800.00.

3.1.5 Expenses for four (4) cell phones and mobile use shall not exceed \$2,280.00.

3.1.6 Purchase of bus passes/taxi vouchers for CPRS/clients without means of transportation to treatment and recovery shall not exceed \$500.00.

3.1.7 Certification costs incurred for CPRS shall not exceed a total cost of \$1,340.00. Costs include application and examination fees, background checks, and certification renewals.

3.2 Any reimbursement will be for the actual cost of each item up to the maximum amount authorized, as specified above.