

Meeting Date
April 25, 2017



AGENDA	
Section	CONSENT
Item No.	II C.3

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Adopt Resolution and Approve Access and Use Agreement Between Brevard County Health Department and Circles of Care, Inc.
DEPT/OFFICE:	PUBLIC SAFETY & SUPPORT SERVICES/CENTRAL SERVICES/FACILITIES

Requested Action:
It is requested that the Board of County Commissioners adopt a Resolution and approve the Access and Use Agreement with the Brevard County Health Department and Circles of Care, Inc. for property owned by the County at 611 Singleton Avenue, Titusville and 2555 Judge Fran Jamieson Way, Viera; and authorize the Chairman to sign same.

Summary Explanation & Background:

Circles of Care offers a program that provides quality behavioral health/substance abuse referral services to the children and families referred by the Health Department. The Resolution and Access and Use Agreement will allow Circles of Care to use approximately 120 square feet at each facility for the sole purpose of providing these services. Electricity, water, waste disposal, phone/data and furnishings will be provided at the expense of the Brevard County Health Department.

The term of this Agreement shall be three (3) years, effective May 01, 2017.

FISCAL IMPACT: The Health Department is providing the space to Circles of Care, Inc. at no charge. There is no fiscal impact associated with this Agreement.

Clerk to the Board Instructions:

Exhibits Attached: Resolution & Access and Use Agreement

Contract /Agreement (If attached): Reviewed by County Attorney Yes No PR

County Manager	Assistant County Manager	Department Director / Extension
Stockton Whitten	Frank Abbate	Teresa Camarata, Central Services Department Director
	Assistant County Manager	Ext 52543

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board.

1. Contractor: Resolution and Access and Use Agreement w/Health Department	
2. Fund/Account #:	3. Division Name: Facilities Department
4. Contract Description: Health Department/Circles of Care	
5. Contract Monitor: Mary Bowers	6. Mail Stop #: 81
7. Dept/Office Director: Teresa Camarata	8. Class Code:
ACTION DATE: <i>30 days from entry</i>	ACTION REQUIREMENT: <i>Need complete data</i>

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>yes</u>	<u>no</u>		
Risk Management	✓	—	<u>ML</u>	<u>4-7-2017</u>
County Attorney	<u>SLK</u>	—	<u>SLK</u>	<u>4/10/17</u>

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: *This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's Office will then forward the Initial Contract Form to the Information Systems Division and the contract will be entered into the Contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the report will always show a "Required Action" for the contract. See BC-20 for additional information.*



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

April 26, 2017

MEMORANDUM

TO: Teresa Camarata, Central Services Director

RE: Item II.C.3., Resolution and Access and Use Agreement for Brevard County Health Department and Circles of Care, Inc.

The Board of County Commissioners, in regular session on April 25, 2017, adopted Resolution No. 17-068, and executed Access and Use Agreement with the Brevard County Health Department and Circles of Care Inc. for property owned by the County at 611 Singleton Avenue, Titusville, and 2555 Judge Fran Jamieson Way, Viera. Enclosed are two fully-executed Resolutions and Access and Use Agreements.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/kp

Encls. (4)

cc: County Manager

RESOLUTION NO. 2017 - 068

A RESOLUTION PURSUANT TO THE CODE OF ORDINANCES OF BREVARD COUNTY, FLORIDA, SECTION 2-247 AND FLORIDA STATUTE 125.38, AUTHORIZING THE NON-COMPETITIVE LEASE OF COUNTY PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the COUNTY owns certain real property located at 611 Singleton Avenue, Titusville, Florida 32796 and 2555 Judge Fran Jamieson Way, Viera, Florida 32940.

WHEREAS, the BREVARD COUNTY HEALTH DEPARTMENT (DEPARTMENT) is the operator of that certain real property (herein referred to as CLINICS); and

WHEREAS, the DEPARTMENT is desirous of granting CIRCLES OF CARE (COC) use of limited office space at the CLINICS in order to provide quality behavioral health/substance abuse referral services for the use and benefit of the citizens and general public of Brevard County; and

WHEREAS, the DEPARTMENT and COC agree that their mutual understanding and cooperation are necessary for the parties to conduct their respective programs, projects, activities and services on the Premises.

NOW, THEREFORE, in consideration of the mutual promises forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. CIRCLES OF CARE (COC) has expressed the desire to occupy office space located at the CLINICS;
2. The COUNTY and DEPARTMENT shall enter into an Access and Use Agreement with COC;
3. The lease payment for such lease shall be \$0.00 per year. DEPARTMENT shall provide space as in-kind support to COC;
4. The term of the lease shall be three (3) years, beginning May 01, 2017.
5. The space to be occupied by COC is 120 square feet of office floor space located at 611 Singleton Ave., Titusville, Florida 32796, and 120 square feet of office floor space at 2555 Judge Fran Jamieson Way, Viera, Florida 32940
6. The property shall be used to provide behavioral health/substance abuse referral services. In the event the property is not used or ceases to be used for the stated purpose, the lease term shall immediately cease.

The resolution shall take effect May 01, 2017.

DONE, ORDERED AND ADOPTED, in Regular Session, this 5 day of April, 2017.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA



Curt Smith, Chairman

As approved by the Board: 04/25/2017

**ACCESS AND USE AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF HEALTH IN BREVARD
AND
CIRCLES OF CARE, INC.**

This Agreement is made and entered into between Brevard County Board Of County Commissioners, a political subdivision of the State of Florida (hereinafter referred to as the COUNTY), State of Florida, Department of Health in Brevard, a State of Florida agency (hereinafter referred to as the DEPARTMENT) and Circles of Care, Inc. an entity properly organized under the laws of the State of Florida (hereinafter referred to as COC), through their undersigned authorities, effective May 01, 2017.

RECITALS

WHEREAS, the COUNTY owns certain real property located at 611 Singleton Avenue, Titusville, Florida 32796 and 2555 Judge Fran Jamieson Way, Viera, Florida 32940.

WHEREAS, the DEPARTMENT is the operator of that certain real property located at 611 Singleton Avenue, Titusville, Florida 32796 and 2555 Judge Fran Jamieson Way, Viera, Florida 32940 (herein referred to as CLINICS); and

WHEREAS, the DEPARTMENT is desirous of granting COC use of limited office space at the CLINICS in order to provide its services outlined hereinafter for the use and benefit of the citizens and general public of Brevard County; and

WHEREAS, the DEPARTMENT and COC agree that their mutual understanding and cooperation are necessary for the parties to conduct their respective programs, projects, activities and services on the Premises.

NOW, THEREFORE, in consideration of the mutual promises forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

RECITALS. The parties mutually agree that the aforementioned recitals are true and correct and incorporated herein by reference.

**ARTICLE I
Description of Premises**

The DEPARTMENT authorizes COC to use the Premises described as approximately 120 square feet of office space located at each CLINICS as described in **Attachment A** attached hereto (description of premises), for the limited purposes of providing quality behavioral health/substance abuse referral services only.

The DEPARTMENT shall be financially responsible for the provision of the following in association with the COC's use of the Premises as set forth in **Attachment B** attached hereto (utilities and services).

The COC will be responsible for providing a behavioral health professional, appropriately degreed and credentialed, pursuant to standards established by Florida Medicaid and the Florida Department of Children and Families to provide behavioral health/substance abuse referral services as set forth in **Attachment C** attached hereto (program description).

ARTICLE II Restriction on Use

The COC shall not conduct any activity on the Premises other than the activity permitted herein to provide behavioral health/substance abuse referral services.

The COC shall maintain the following "clinic hours" within the Premises, excluding holidays normally honored by the State of Florida as set forth in **Attachment C** attached hereto (program description).

The COC will be responsible for providing a behavioral health professional appropriately degreed and credentialed pursuant to standards established by Florida Medicaid and the Florida Department of Children and Families to provide behavioral health/substance abuse referral services as set forth in **Attachment C** attached hereto (program description).

The COC shall not permit any other party to use the Premises for whatever the reason.

ARTICLE III Reservations by the Department

The DEPARTMENT shall have the right to enter the Premises at any reasonable hour, except during their "clinic hours" to inspect the Premises and make repairs, alterations or modifications as required.

ARTICLE IV Term of Agreement and Amendments

The term of this Agreement shall be for one (3) year (Initial Term), commencing on May 01, 2017 or after the full execution of this Agreement, whichever is later and terminates on April 30, 2020, unless terminated earlier pursuant to Article VIII. During the last six months of the Initial Term, the parties agree to meet regarding the renewal of the Agreement. None of the parties are obligated to renew the Agreement.

Notwithstanding the aforementioned, any party, if not in breach of any material covenant of the Agreement, may terminate the Agreement without cause, upon the giving of thirty (30) days' written notice to the other parties.

Amendment Clause: This Agreement may be amended at any time, including any renewals, provided that the amendments are in writing and signed by the parties to the agreement.

ARTICLE V
Rental

At no additional expense to COC, the DEPARTMENT shall provide the facility as in-kind support and COC shall not need to remit payment for the use of this facility to the DEPARTMENT.

ARTICLE VI
Damages and Indemnification

The COC shall notify the DEPARTMENT of any damage to the Premises and the DEPARTMENT shall repair the damage within thirty (30) days of notification with written or verbal.

The COC shall be liable for those costs of all damage and repairs caused by the negligence of the COC employee(s).

The DEPARTMENT is a state entity and the COUNTY is a political subdivision within the State of Florida and, as such, are self-insured. Limits of liability are set forth in section 768.28, Florida Statutes (FS), and nothing shall be construed to extend the liabilities of the Florida Department Health, State of Florida, or the COUNTY beyond that provided in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as consent by a State Agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or agreement.

To the fullest extent permitted by law, COC shall defend, indemnify, and hold harmless the DEPARTMENT and the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of COC or its subcontractors (if any), anyone directly employed by them, or anyone for whose acts any of them may be liable.

ARTICLE VII
Services and Utilities

At no additional expense to the COC, the DEPARTMENT shall provide the services and utilities as set forth in **Attachment B**.

The DEPARTMENT agrees to provide the Premises with normal maintenance which shall include standard housekeeping services.

ARTICLE VIII
Default

Upon the occurrence of an event of default, and at any time thereafter during the continuance of any event of default, the DEPARTMENT or the COUNTY shall have the option and right to terminate this Agreement on thirty (30) days' advance written notice and the COC agrees to vacate the Premises.

An event of default will be deemed to have occurred upon the happening of any of the following events or conditions:

1. The COC abandons the Premises or allows the clinic space to remain unused for a continuous period of three (3) consecutive work weeks.
2. The COC shall fail to comply with any term, provision or covenant of this Agreement and shall not cure such failure within thirty (30) days after written notice thereof to the COC. However, for good cause shown, the DEPARTMENT may by written notice allow the COC to have an additional thirty (30) day period in which to cure said failure, but in no event shall the failure be allowed to continue more than sixty (60) days after the first giving of written notice by the DEPARTMENT to the COC.

ARTICLE IX
Insurance

Each Party agrees to maintain insurance (including coverage through one or more self-funded programs) that will cover its property located on the Premises and its employees assigned to provide services and clients seeking provided services at the Premises.

COC will have in force the following insurance coverage, if applicable, and will provide Certificates of Insurance to the DEPARTMENT prior to commencing operations under the Agreement to verify such coverage's:

Workers' Compensation- COC will provide Workers' Compensation coverage for all employees at the site location and in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all its employees. The limits will be statutory for Workers' Compensation and \$100,000 for Employers' Liability.

Professional Liability/Medical Malpractice – COC will provide professional liability/medical malpractice insurance with limit of not less than \$750,000 per occurrence for claims arising out of the services performed by the COC employee(s) or its subcontractors.

**ARTICLE X
Signs**

The COC shall be permitted to place a temporary sign on the doors to the Premises, only during the normal operation of COC, and will be removed once the clinic operation hours are completed for the day. The sign shall be limited to the name, logo and hours of operation, absent the written consent of the DEPARTMENT.

**ARTICLE XI
Applicable Law and Venue**

Florida law shall be used in interpreting this Agreement and in determining the rights of the parties under it. Venue for any legal action by any party to this agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

**ARTICLE XII
Evaluations**

During the term of this Agreement, the COC shall submit one report, documenting the services it has provided on the Premises. The report must be provided to the DEPARTMENT program manager or designee, at the address provided in Article XV on or before June 1.

**ARTICLE XIII
Surrender of Premises**

The COC agrees that at the expiration of this Agreement, the COC will surrender the Premises.

**ARTICLE XIV
Protection of Persons and Property**

COC will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement.

COC shall take all reasonable precautions for the safety and protection of:

- Its employees and all persons whom the COC suffers to be on the Premises and other persons who may be affected thereby;
- All property, materials, and equipment on the Premises under the care, custody, or control of the COC; and

- Other property at or surrounding the Premises including trees, shrubs, lawn, walk, pavement, and roadways.

COC agrees that the DEPARTMENT does not guarantee the security of any equipment or personal property brought by COC, its agents or employees onto the DEPARTMENT property and that the DEPARTMENT and the COUNTY shall in no way be liable for damage, destruction, theft, or loss of, any equipment, and appurtenances regardless of the reason for such damage, destruction, theft, or loss.

COC will comply with and shall ensure that its contractors comply with COUNTY's insurance requirements as set forth in article VI, all applicable safety laws, ordinances, rules, regulations, standards, and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury, or loss. In any emergency affecting the safety of persons or property, COC will act with reasonable care and discretion to prevent any threatened damage, injury, or loss.

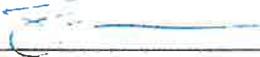
ARTICLE XV
Notices

Except where otherwise required by statute, all notices given pursuant to the provisions of this Agreement shall be in writing, addressed to the party to whom the notice is given and sent by registered or certified mail, return receipt requested, or in person with proof of delivery to the party's address set forth in the authorized signature blocks.

All Terms and Conditions Included

This Agreement and its attachments as referenced, Attachment A, Attachment B and Attachment C, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

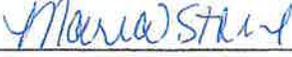
CIRCLES OF CARE, INC.
400 E. SHERIDAN ROAD
MELBOURNE, FL 32901


Stephen Lord, Ed. S.
Vice President of Information Systems

4 7 17

DATE

FLORIDA DEPARTMENT OF HEALTH
2575 N. COURTENAY, PKWY
MERRITT ISLAND, FL 32953


Maria Stahl, D.N.P., R.N. Health Officer
Florida Dept. of Health in Brevard

4/11/17

DATE


Scott Ellis, Clerk of Court
April 25, 2017
Date

As Approved by the
Board on: April 25, 2017

**BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA**

BY: 
CURT SMITH, CHAIRMAN

ATTACHMENT "A"

DESCRIPTION OF PREMISES

SPACE OCCUPIED IS AN OFFICE. 120 square feet of office floor space located at each of the following CLINICS:

1. 611 Singleton Ave., Titusville, Florida 32796
2. 2555 Judge Fran Jamieson Way, Viera, Florida 32940.

ATTACHMENT "B"
UTILITIES AND SERVICES

The following will be provided at the expense of the DEPARTMENT:

Electricity

Water

Waste Disposal

1. Use of Telephone Line
2. Use of fax line
3. Use of copy machine
4. Internet Connection
5. Provide use of clinical exam rooms,
6. Provide use of office desks and chairs

Support for phones, facsimile equipment and analog lines.

ATTACHMENT "C"**PROGRAM DESCRIPTION**

The days services will be provided are during normal clinic hours of operation Monday – Friday, 8:00 a.m. – 5:00 p.m.

Circles of Care (COC) Will:

Provide quality behavioral health/substance abuse referral services to the children and families referred by the DEPARTMENT. These services may be provided in a setting at the DEPARTMENT. These services will include, but not be limited to the following:

- Temporary Assistance for Needy Families (TANF) Eligibility Assessment and Enrollment ;
- DCF enrollment for Mental Health and/or Substance Abuse Referrals;
- Information and Referral Services to local agencies and programs;
- Follow up interventions to insure referral success;
- Substance Use Prevention Counseling;
- Motivation interviewing;
- Information-Based HIV Counseling.

The cost for each of these services will follow the Medicaid payable amounts found in the Community Behavioral Health Services Coverage and Limitations Handbook for Medicaid-reimbursable services. Circles of Care will bill Central Florida Cares Health System, Inc. (CFCHS) for Department of Children and Families' reimbursable services according to contract rates negotiated between COC and CFCHS.

(All appropriately referred clients to Circles of Care, Inc. will receive some combination of the above-mentioned services. The services given will be dependent upon their level of need and clinical necessity.)

Develop a seamless referral system for the DEPARTMENT personnel to refer clients to COC and provide trainings to the DEPARTMENT personnel how to utilize the referral system.

Provide designated personnel to plan, implement, and supervise these services. These counselors will be degreed and hold the credentials required by Medicaid standards.

EXHIBIT C

PROGRAM DESCRIPTION

(con't)

Provide to the Department any requested necessary information on any of the clients as long as the clients have given a release of information to the Department.

Provide all of the resources necessary for their workers to function effectively and efficiently in their job responsibilities.

Agree to participate in any exchange of information, suggestions and/or observations that will create and promote a strong partnership and an effective and seamless delivery of services between COC and the Department. The COC supervisor will be available to navigate through any barriers and maintain open communication with the Department personnel.

Provide an annual in-service to the Department personnel for making referrals and understanding COC roles and involvement.

The Department Will:

Make clinically appropriate referrals to COC.

Provide space to the counselors for the provision of services at the Clinic.

Notify COC supervisor of any concerns or problems relating to COC's interest as soon as possible.