

RESOLUTION B-17-075
AMENDING THE ANNUAL BUDGET
FOR MANATEE COUNTY, FLORIDA
FOR FISCAL YEAR 2016-2017

WHEREAS, Florida Statutes 129.06, authorizes the Board of County Commissioners to amend its budget for the current fiscal year as follows:

- a) Appropriations for expenditures in any fund may be decreased and other appropriations in the same fund correspondingly increased, provided the total appropriations of the fund are not changed.
- b) Appropriations from reserves may be made to increase the appropriation for any particular expense in the same fund, or to create an appropriation in the fund for any lawful purpose.
- c) Unanticipated revenues, including increased receipts for enterprise or proprietary funds, may be appropriated for their intended purpose, and may be transferred between funds to properly account for the unanticipated revenue.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida that the 2016-2017 budget is hereby amended in accordance with FS 129.06 as described on the attached summary and specified in the budget adjustment batch files which are listed below:

Department: NEIGHBORHOOD SERVICES
Fund: GENERAL FUND
Description: Appropriates \$500,000 from the Department of Children and Families through Central Florida Behavioral Health Network as directed per Florida Legislature for the Opioid Focused Recovery Peer Coach Pilot Program. Monies will be used to procure an agency to operate the Opioid Pilot Program which will establish peer to peer relationships targeted at engaging individuals in the stages of recovery. The agreement is being presented to the Board along with this budget amendment.

Batch ID: CR90717A

Reference: BU17000401

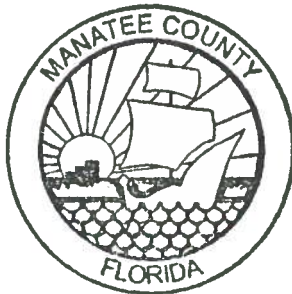
ADOPTED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS 18th DAY OF September, 2017.

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By: [Signature]
Chairman

ATTEST: Angelina Colonnese
Clerk of Circuit Court

By: [Signature]
Deputy Clerk



September 14, 2017 - Regular Meeting
Agenda Item #20

Approved in Open Session 9/18/17,
Manatee County
Board of County Commissioners

Subject

Opioid-focused Recovery Peer Coach Pilot Program

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Joshua T. Barnett ext 3978
Health Care Services Manager

Cheri Coryea
Department Director / Interim Deputy Administrator

Action Requested

1. Adopt Budget Resolution B-17-075 to receive \$500,000 to the FY17/18 Annual Budget, non recurring, for State of Florida funded Opioid-focused Recovery Peer Coach pilot program.
2. Authorization for the Director of Neighborhood Service to have signature authority for all required documents related to the Opioid-focused Recovery Peer Coach pilot program to receive the grant funds upon notice from Central Florida Behavioral Health Network (managing entity for the Florida Department of Children and Families).

Enabling/Regulating Authority

FS 125

Background Discussion

The Opioid-focused Recovery Peer Coach Pilot Program was a component of the Commission's Legislative Platform. \$500,000 was awarded to Manatee County.

Upon receipt of the funds for the program, Manatee County will provide contractual oversight of the grant program and carry out the requirements of the grant.

Results of the implementation of the program will be shared quarterly with the Board of County Commissioners.

At the end of the program staff will provide an in-depth report of the results of program meant to decrease opioid related health problems.

These approvals for legal signature authority of pre-contracting documents with Central Florida Behavioral

Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - September 18, 2017

Health Network (CFBHN) permit a formal Contractual Agreement to be received and signed by the designated authority (Department Director).

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Please provide a stamped copy of the approved agenda item to Joshua Barnett at Joshua.Barnett@mymanatee.org, and an executed copy of the budget resolution to budget@mymanatee.org.

Distributed 9/20/17, RT

Cost and Funds Source Account Number and Name

Legislative - CFBHN

Amount and Frequency of Recurring Costs

\$500,000 One Time Funding

Attachment: [Sample Agreement.pdf](#) **Memo updated to reflect "SAMPLE" see email next page.**

Attachment: [B-17-075 Opiod Peer Counseling.pdf](#)

From: Diane Vollmer
To: Joshua Barnett; Cheri Coryea; Robin Toth
Subject: RE: BCC Mtg 9/18/17: Item 20, Opioid-Focused Recovery Peer Coach Pilot Program/Budget Resolution B-17-075
Date: Thursday, September 14, 2017 12:44:16 PM
Attachments: image004.png

Hi All,

I updated the Instructions to Board Records to read: "Please provide a stamped copy of the approved agenda item to Joshua Barnett at Joshua.Barnett@mymanatee.org, and an executed copy of the budget resolution to budget@mymanatee.org."

I also updated the name of the agreement that was attached to: "Sample Agreement."

Please let me know if this covers everything or if you need me to do anything more.

Diane Vollmer

Agenda Coordinator
Manatee County Government
1112 Manatee Avenue West
Bradenton, FL 34205
Phone: 941-745-3724; Fax: 941-745-3790
diane.vollmer@mymanatee.org



From: Joshua Barnett
Sent: Thursday, September 14, 2017 12:23 PM
To: Cheri Coryea; Robin Toth; Diane Vollmer
Subject: RE: BCC Mtg 9/18/17: Item 20, Opioid-Focused Recovery Peer Coach Pilot Program/Budget Resolution B-17-075

Robin –

In addition to the info provided by Cheri below, the Business Associates Agreement provided is simply a draft, so that the BOCC understands what they're authorizing Cheri to sign with signature authority. It's not the actual agreement to be signed. That BAA does not need to be part of the record.

And I echo Cheri, thank you for the assistance.

Joshua T. Barnett, MHS, MA, CPRP, ICCDP-Diplomate
Health Care Services Manager
Community Services Division
Department of Neighborhood Services
Manatee County Government
(P) 941.749.3030 ext. 3978

Health Network (CFBHN) permit a formal Contractual Agreement to be received and signed by the designated authority (Department Director).

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Record agreement by the Board, detailing adoption of Budget Resolution and Legal Signature Authority.

Distributed 9/20/17, RT

Cost and Funds Source Account Number and Name

Legislative - CFBHN

Amount and Frequency of Recurring Costs

\$500,000 One Time Funding

Attachment: [Agreement.pdf](#)

Attachment: [B-17-075 Opiod Peer Counseling.pdf](#)

PAGE REPLACED



From: Cheri Coryea
Sent: Thursday, September 14, 2017 12:05 PM
To: Robin Toth; Diane Vollmer; Joshua Barnett
Subject: Re: BCC Mtg 9/18/17: Item 20, Opioid-Focused Recovery Peer Coach Pilot Program/Budget Resolution B-17-075

Thanks Robin.

Diane
Can you assist with these changes? If not, let me know

Thank you,
Cheri Coryea
Director of Neighborhood and Community Services Departments
1112 Manatee Ave., West, Suite 510
Bradenton, Florida 34205
941-749-3029 Office Ext. 3468
941-713-3899 mobile
www.mymanatee.org

On Sep 14, 2017, at 12:03 PM, Robin Toth <robin.toth@ManateeClerk.com> wrote:

Cheri,

It would be beneficial to specifically Request authorization for the Director to sign this agreement because it would then be very clear that there is an actual agreement being presented for execution on this date.

ALSO, please clarify the Instruction to Board Records as I've asked about below, so that I know how to process this agreement. On the last page of the agreement, there are two signature blocks for "Covered Entity" and "Business Associate." Are you to sign as the Business Associate? If so, please provide me with this last page, with your name and title typed in.

Thank you,

Robin Toth
Board Records Deputy Clerk

for Angelina Colonnese
Clerk of Circuit Court and Comptroller
www.manateeclerk.com
robin.toth@manateeclerk.com
941-741-4018, Ext. 4018

"Pride in Service with a Vision to the Future"

<image001.jpg>

Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

From: Cheri Coryea [<mailto:cheri.coryea@mymanatee.org>]
Sent: Thursday, September 14, 2017 11:56 AM
To: Robin Toth
Cc: Joshua Barnett
Subject: Re: BCC Mtg 9/18/17: Item 20, Opioid-Focused Recovery Peer Coach Pilot Program/Budget Resolution B-17-075

Hi Robin

We were seeking approval of the Director (myself) to sign the agreement and future documents for this one year pilot program.

Are we ok with what we have on the motion.

Thank you,
Cheri Coryea
Director of Neighborhood and Community Services Departments
1112 Manatee Ave., West, Suite 510
Bradenton, Florida 34205
941-749-3029 Office Ext. 3468
941-713-3899 mobile
www.mymanatee.org

On Sep 14, 2017, at 11:50 AM, Robin Toth
<robin.toth@ManateeClerk.com> wrote:

<image001.jpg>
Hi Josh,

I am reviewing this agenda package for the BCC 9/18/17

meeting. The requested action on the agenda memo is requested is: (1) to adopt Budget Resolution B-17-075, and (2) Authorize Neighborhood Services Director to have signature authority for all required documents, etc.

A Business Associate Agreement with Central Florida Behavioral Health Network, Inc., is also attached to the agenda package.

MY QUESTIONS ARE:

- (1) With this requested action & upon Board approval, is the Business Associate Agreement to get executed by the Chairman? If so, the recommended action does not specifically "Request authorization for the Chairman to sign the Agreement". This ACTION SHOULD BE CLARIFIED ASKING THE CHAIRMAN TO EXECUTE THE AGREEMENT.
- (2) Instructions to Board Records say, "Record agreement by the Board, detailing adoption of Budget Resolution and Legal Signature Authority." - DO YOU WANT THIS AGREEMENT RECORDED IN PUBLIC RECORDS, WITH AN O.R. BOOK AND PAGE NUMBER ASSIGNED? OR, IS THIS AGREEMENT JUST TO BE KEPT IN THE RECORDS?

I WANT TO MAKE SURE THIS DOCUMENT IS PROCESSED EXACTLY HOW YOU ARE REQUESTING AND THAT THE REQUESTED ACTION IS CLEAR.

Thank you,

Robin Toth

Board Records Deputy Clerk
for Angelina Coloneso
Clerk of Circuit Court and Comptroller
www.manateeclerk.com
robin.toth@manateeclerk.com
941-741-4018, Ext. 4018

"Pride in Service with a Vision to the Future"

<image002.jpg>

Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

Central Florida Behavioral Health Network, Inc.

Business Associate Agreement

Agreement between **Central Florida Behavioral Health Network, Inc.** (hereafter referred to as "Covered Entity"), and _____ (hereafter referred to as "Business Associate"). This Agreement supersedes inconsistent provisions of existing agreements between the parties.

Recitals

Covered Entity is required to meet the requirements of the Health Insurance Portability and Accountability Act of 1996 (PL 104-91) and regulations enacted by the Department of Health and Human Services at 45 CFR Parts 142 and 160-164. (The law and rules are collectively referred to as "HIPAA".) Covered Entity is also required to abide by those laws enacted and regulations promulgated as a result of the passage into law of the American Recovery and Reinvestment Act of 2009.

Business Associate provides services to Covered Entity and, as a result, has access to individually identifiable health information created or received by or on behalf of the Covered Entity. (That information is hereafter described as "Protected Health Information".)

As required by HIPAA, the parties are entering this Agreement related to the use and disclosure of Protected Health Information. This Agreement is required to allow the parties to continue their existing business relationship. Words used in this Agreement shall have the definitions established by HIPAA.

1. Use and Disclosure of Protected Health Information

1.1 Access to Protected Health Information. Business Associate shall have the right to access Protected Health Information as necessary to enable it to perform the following services on behalf of Covered Entity:

Subcontracted services as defined in subcontract between Covered Entity and Business Associate.

Business Associate will not seek access to Protected Health Information except when it believes that the information is needed to enable it to perform the services described above. Business Associate will limit access to Protected Health Information by its employees or agents to that which is necessary to enable them to perform services on behalf of Covered Entity.

1.2 Use of Protected Health Information. Business Associate will only use the Protected Health Information for the following purposes:

- Performance of the services to Covered Entity described in this Agreement;
- As needed for the proper management and administration of the business of Business Associate;

- As required to carry out the legal responsibilities of Business Associate.
- 1.3 Disclosure of Protected Health Information to third parties. Business Associate will not disclose Protected Health Information to third parties, except as follows:
- As necessary to perform the services described in this Agreement;
 - As required by law;
 - As permitted by the individual who is the subject of the Protected Health Information or the personal representative of that individual;
 - To subcontractors who provide services to Business Associate in connection with its work on behalf of Covered Entity and require access to Protected Health Information to perform those services, provided that Business Associate enters a written agreement with the subcontractor in which the subcontractor agrees to abide by the terms of this Agreement.
 - When required for the proper management and administration of Business Associate, to persons or organizations that must have access to Protected Health Information to provide service to Business Associate, if those persons or organizations agree in writing to maintain the confidentiality of the Protected Health Information as required by law, not to re-disclose the Protected Health Information except as required by law, and to inform Business Associate of any unauthorized use or disclosure of the information,
- 1.4 Privacy Practices of Covered Entity. It is understood that Covered Entity may establish privacy policies that are more stringent than HIPAA or state law with regard to permitted uses and disclosures of Protected Health Information of individuals. In that event, Covered Entity will provide Business Associate with a copy of the Notice of Privacy Practices it distributes to individuals, and inform Business Associate of any changes to that Notice. Business Associate will follow the terms of that Notice with regard to use and disclosure of Protected Health Information.
- 1.5 Individual permission to disclose protected, health information. As required by HIPAA, other provisions of law, or its own policies, Covered Entity will obtain written permission from individuals or their personal representatives for specific uses or disclosures of individual health information. Covered Entity will provide Business Associate with a copy of any written permission from an individual and inform Business Associate of any changes in, or revocations of, permission by an individual if such changes affect Business Associate's use and disclosures of Protected Health Information.
- 1.6 Restrictions on use or disclosure of Protected Health Information. Covered Entity will notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with 45 CFR 164.522. Business Associate will follow any such restrictions of which it receives advance notice.

2. Safeguards of Protected Health Information

- 2.1 Safeguards. Business Associate will establish and maintain appropriate administrative, physical and technical safeguards to prevent unauthorized use or disclosure of Protected Health Information. Business Associate will follow generally accepted principles for the security of information systems to ensure the availability, integrity and confidentiality of Protected Health Information maintained on its computer systems or transmitted electronically.
- 2.2 HIPAA Security Rule, Business Associate will abide by the terms of the final HIPAA rule pertaining to the security of health information systems (the Security Rule) as soon as practicable after the effective date of that rule, but no later than the compliance date for HIPAA covered entities.

3. Rights of Individuals

Business Associate recognizes that HIPAA and state law grants individuals rights related to Protected Health Information about them. Business Associate agrees to the following provisions for the protection of those individual rights,

- 3.1 Procedure. Business Associate will cooperate with Covered Entity in responding to requests by individuals who wish to exercise their rights under HIPAA. Any requests made directly to Business Associate will be referred to the Privacy Officer of the Covered Entity, Covered Entity will inform Business Associate of any actions it takes that may affect Business Associate actions in response to individuals who wish to exercise their rights under HIPAA. Business Associate will follow the direction of the Covered Entity regarding the appropriate response to individual requests. Business Associate will respond in a timely manner to all requests, as required by HIPAA.

The contact information for the Privacy Officer of Covered Entity is as follows:

Larry Allen

719 South US Highway 301

813-740-4811

LAllen@CFBHN.org

Confidential communications. Business Associate will provide confidential communications to individuals consistent with the requirements of 45 CFR 164.522.

- 3.2 Access to records. As directed by Covered Entity, Business Associate will give individuals access to their "designated record set" (meaning Protected Health Information used to make decisions about individuals) in accordance with 45 CFR 164.524. Business Associate may charge a reasonable fee consistent with the obligations of HIPAA for copying or preparing a summary of the designated record set. The fee schedule will be subject to the prior written approval of Covered Entity which shall not be unreasonably withheld.

- 3.3 "Amendment" of record. As directed by Covered Entity, Business Associate will add information to the designated record set of an individual, and forward the additional information to third parties when that information could have a material impact on a decision about the individual, all as required by 45 CFR 164.526.
- 3.4 Accounting of certain disclosures. Business Associate will make available the information required to provide individuals an accounting of disclosures in accordance with 45 CFR 164.528.

4. Breach notification

- 4.1 The Business Associate shall, within 10 days following the discovery of or having reason to suspect a breach of unsecured Protected Health Information, notify the Covered Entity in writing of such breach. Such notice shall include the identification of each individual whose Protected Health Information has been or reasonably believed by the Business Associate to have been accesses, acquired, or disclosed during such breach.
- 4.2 Breaches are treated as discovered by the Business Associate as of the first day on which the breach is known, or would have been known by exercising reasonable diligence, to the Business Associate, including any person, other than the individual committing the breach, that is an employee, officer, or other agent of Business Associate.
- 4.3 The notification to the Covered Entity shall include, to the extent possible, the identification of each individual whose unsecured PHI has been or is reasonably believed by the Business Associate to have been accessed, acquired, used, or disclosed during a breach. A Business Associate shall provide Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual, to include: A brief description of what happened, including the date of the breach and the date of the discovery of the breach (whether full name, SS#, date of birth, home address, account number, diagnosis, disability code or other types of information that were involved); any steps the individual should take to protect themselves from potential harm resulting from the breach; a brief description of what the Business Associate is doing to investigate the breach, to mitigate harm to individuals, and to protect against further breaches, and the Business Associate's contact procedures (including a toll free telephone number, web site or postal address) in order for Covered Entity to be able to ask questions or learn additional information from the Business Associate,
- 4.4 All required notifications by the Business Associate to the Covered Entity shall be made within 10 calendar days of a known or suspected breach by the Business Associate. The Business Associate agrees that notifications to the individuals whose Protected Health Information has, or may been, breached shall be done by Covered Entity. However, the Business Associate and the Covered Entity may, on a case by case basis, agree to jointly notify such individuals. Likewise, in the event of a suspected or actual breach which requires investigation, the Business Associate shall not contact the purported individual whose privacy may have been breached without obtaining the consent of the Covered Entity. When the Business Associate reports a suspected or actual breach of privacy to the Covered Entity, the Covered Entity, at its discretion may join any part of the Business

Associate's investigation. Additionally, the Covered Entity may conduct its own investigation of the Business Associate with respect to the suspected or actual breach and the Business Associate shall cooperate with the Covered Entity's investigation, including but not limited to permitting access to Business Associate's personnel, non-privileged documents and items in its possession.

- 4.5 If a law enforcement official states in writing to the Covered Entity or Business Associate that a notification, notice or posting required would impede a criminal investigation or cause damage to national security, Covered Entity and Business Associate shall delay notification to the individual whose privacy has been breached until such time specified by the official. If the law enforcement statement is made orally, the statement must be documented and the notification, notice or posting temporarily delayed, but not beyond 30 days from the date of the oral statement, unless a written statement as described above is submitted during that 30 day period. Such statement, made orally or in writing, shall not relieve Business Associate from its obligation to notify Covered Entity within 10 calendar days, as stated in Section 4.4, unless the law enforcement official specifically requests that the Covered Entity not be notified.

5. General Requirements

- 5.1 DHHS access to records. Business Associate will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the United States Department of Health and Human Services (DHHS) for purposes of enabling DHHS to determine Covered Entity's compliance with HIPAA.
- 5.2 Return or destruction of Protected Health Information. At termination of the Agreement, Business Associate will, if feasible, return all copies of all Protected Health Information to Covered Entity, or destroy any such information that it maintains in any form. Any electronic media used to store Protected Health Information shall be delivered to Covered Entity, destroyed, or rendered unreadable. If such return or destruction is not feasible, Business Associate will continue to follow the terms of this Agreement with regard to access, use and disclosure of the Protected Health Information.
- 5.3 Termination for cause. Business Associate agrees that if Covered Entity determines that the Business Associate has violated a material term of this Business Associate Agreement, Covered Entity may, at its option, either: (a) notify Business Associate and allow Business Associate thirty (30) days to cure the breach, or (b) immediately terminate its Agreement with Business Associate and discontinue their business relationship.
- 5.4 Existing Agreement. The provisions of the existing Agreement between Covered Entity and Business Associate remain in full force and effect. If there is any conflict between the existing agreement and this Business Associate Agreement, the provisions of this Business Associate Agreement shall apply.
- 5.5 Indemnification. Business Associate and Covered Entity shall indemnify, defend and hold harmless the other party (Business Associate or Covered Entity, as the case may be) from and against any liabilities imposed on such other party arising from any wrongful or

negligent act or omission of the indemnifying party, its agents, employees, directors, contractors, subcontractors, officers, or other members of its workforce with respect to their uses and/or disclosures of PHI contained in Covered Entity's records, even if the liability is not directly to a third party, but is imposed as a penalty imposed for violation of the HIPAA. This indemnification obligation applies without limitation where the cost or damages sustained by a party arise from a liability to a third party or from a penalty imposed by a governmental agency for failure to comply with a statutory or regulatory obligation under the HIPAA. Indemnification includes any costs incurred by the indemnified party to respond to a complaint based on the indemnifying party's conduct or other actions it needs to take to avoid being penalized if the matter of a penalty arises as a result of the indemnifying party's wrongful or negligent conduct. Accordingly, the indemnifying party shall reimburse the other party (Business Associate or Covered Entity, as the case may be) for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed by reason of any suit, claim, action, proceeding or demand by any third party or any governmental agency which results from or relates to the indemnifying party's wrongful or negligent acts or omissions related to violations of the HIPAA, in connection with indemnifying party's duties and obligations under this Agreement. The indemnifying party's obligation to indemnify the other party shall survive the expiration or termination of this Agreement for any reason.

5.6 Effective Date. This Agreement is effective immediately.

6. Additional Requirements

- 6.1 The recipient of the information acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from the Program identifying or otherwise relating to the patients in the Program ("protected information"), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, and the Health Insurance Portability and Accountability Act ("HIPAA"), 45 C.F.R. Parts 160 and 164, and may not use or disclose the information except as permitted or required by this Agreement or by law;
- 6.2 Business Associate shall notify Covered Entity of any legal or administrative proceeding instituted against Business Associate to obtain access to the Protected Health Information.
- 6.3 Business Associate shall ensure that any agent, including a subcontractor, to whom the Business Associate provides Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such Protected Health Information.

Signature Page Follows

Central Florida Behavioral Health Network, Inc.

Business Associate Agreement

THE UNDERSIGNED PERSONS REPRESENT AND WARRANT THAT WE ARE LEGALLY FREE TO ENTER THIS AGREEMENT, THAT OUR EXECUTION OF THIS AGREEMENT HAS BEEN DULY AUTHORIZED, AND THAT UPON BOTH OF OUR SIGNATURES BELOW THIS SHALL BE A BINDING AGREEMENT TO THE FOREGOING TERMS AND CONDITIONS OF THIS BUSINESS ASSOCIATE AGREEMENT.

Covered Entity

Business Associate

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____